

FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into EFFECTIVE _____, by and between CITY OF FRESNO, a California municipal corporation (City), and ROBERT V. JENSEN, INC., a California Corporation (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies and equipment. The City is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Vendor was the lowest responsive and responsible bidder for Invitation for Bid (IFB) issued by County of Fresno Request for Quotation No. 24-074. The IFB is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Vendor has entered a Cooperative Purchase Contract with Robert V. Jensen, Inc. (Original Government Contract).
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
 - a) City's Insurance and Indemnity provisions attached as **Exhibit C**.
 - b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Duane Myers
2101 G St, Bldg F
Fresno, CA 93706
Phone: (559) 621-1186
E-mail: duane.myers@fresno.gov

c) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

Robert V. Jensen, Inc., a California Corporation

By: _____
Melissa Perales
Purchasing Manager

By: _____
Name: _____

No signature of City Attorney required. Standard Document #GSD-S Formal Cooperative Purchase Agt. (10-2023) has been used without modification, as certified by the undersigned.

Title: _____
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: _____
Tamra Torrence
Senior Procurement Specialist

By: _____
Name: _____

Title: _____
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Date
Deputy

Addresses:
CITY
City of Fresno
Attention: Duane Myers
2101 G St. Bldg F
Fresno, CA 93706
Phone: (559) 621-1186
E-mail: duane.myers@fresno.gov
FAX:

Vendor:
Robert V. Jensen, Inc.
Attention: Michael A. Martin
P.O. Box 12907
Fresno, CA 93779-2907
Phone: (559) 485-8210
E-mail: mmartin@rvjensen.com
FAX: (559) 485-8503

Attachments:
Exhibit A - Invitation For Bids
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity

EXHIBIT A

Invitation for Bids

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 24-074

BULK FUEL AND DELIVERY

Issue Date: June 4, 2024

Closing Date: JULY 3, 2024 AT 9:00 AM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Crystal Nino at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

COMPANY

CONTACT PERSON

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

E-MAIL ADDRESS

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

Purchasing Use: CN:st

ORG/Requisition: 8910 / 8912400562

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KEY DATES

RFQ Issue Date: June 4, 2024

Written Questions for RFQ Due: June 20, 2024 at 9:00 AM

Questions must be submitted on the Bid Page at Public Purchase.

RFQ Closing Date: July 3, 2024 at 9:00 AM

Quotations must be electronically submitted on the Bid Page.

OVERVIEW

The County of Fresno on behalf of the Department of Internal Services – Fleet Services division (ISD-Fleet), is soliciting bids from qualified vendors to establish an agreement under which the successful bidder will provide fuel in adherence with State of California specifications and California Code of Regulations (gasoline, renewable diesel, ULSD, ULSD RR, red dye renewable, ULS renewable-R) in bulk on an as-needed basis.

The County of Fresno intends to award one (1) bidder for a contracted term of five (5) total years, which will consist of a three-year initial term, and two optional one-year extensions.

If during a delivery, the existing product in a tank is in any way contaminated by the delivering company (for example: renewable diesel is put into an unleaded tank or vice versa) then delivering company shall replace the fuel that existed in the tank prior to contamination at the delivery company's own cost. (Inventory to be based on Veeder Root reading prior to fuel drop).

BID INSTRUCTIONS

- Bidders must electronically submit bid package in pdf format, no later than the quotation closing date and time as stated on the front of this document, to the Bid Page on Public Purchase. The County will not be responsible for and will not accept late bids due to slow internet connection or incomplete transmissions.
- Bids received after the closing time will NOT be considered.
- All quotations shall remain firm for 180 days.
- Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing prior to the date and time stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- ISSUING AGENT/AUTHORIZED CONTACT: This RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFQ, its content, and all issues concerning it.

All communication regarding this RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFQ is identified on the cover page, along with their telephone number, and they should be the primary point of contact for discussions or information pertaining to the RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- APPEALS: Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFQ. Appeals shall be submitted to County of Fresno Purchasing, 333 W. Pontiac Way, Clovis, CA 93612 **and** in Word format to CountyPurchasing@fresnocountyca.gov. Appeals should address only areas regarding RFQ contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required. If the appealing bidder is not satisfied with the decision of Purchasing, bidder shall have the right to appeal to the County Administrative Office within seven (7) working days after Purchasing's notification; if the appealing bidder is not satisfied with CAO's decision, the final appeal is with the Board of Supervisors. Please contact Purchasing if the appeal will be going to the Board of Supervisors.

GENERAL REQUIREMENTS & CONDITIONS

LOCAL VENDOR PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID

PREFERENCE: The Local Vendor Preference and Disabled Veteran Business Enterprise Preference **do** apply to this Request for Quotation.

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the quotation and is identified on page one of this Request For Quotation (RFQ).

INTERPRETATION OF RFQ: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFQ and fully inform themselves as to the quality and character of services required. If any person planning to submit a quotation finds discrepancies in or omissions from the RFQ or has any doubt as to the true meaning or interpretation, correction thereof may be requested in writing from Purchasing by June 20, 2024 at 9:00 AM, cut-off.

Questions must be submitted on the Bid Page at Public Purchase or contact Crystal Nino at (559) 600-7110.

NOTE: Time constraints will prevent County from responding to questions submitted after the cut-off date.

Any change in the Request for Quotation will be made by written addendum issued by the County. The County will not be responsible for any other explanations or interpretations.

EXCEPTIONS: Please provide any exceptions to the general requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's quotation meets those requirements.

AWARD: Award will be made to the vendor(s) offering the services, products, prices, delivery, equipment and system deemed to be to the best advantage of the County. Past performance (County contracts within the past seven years) and references may factor into awarding of a contract. The County shall be the sole judge in making such determination. Award Notices are tentative: Acceptance of an offer made in response to this RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

RIGHT TO REJECT BIDS: The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids. Failure to respond to all questions or not to supply the requested information could result in rejection of your quotation.

CODES AND REGULATIONS: All work and material to conform to all applicable Federal, State, local and special district building codes, laws, ordinances, and regulations.

SALES TAX: Fresno County pays California State Sales Tax regardless of vendor's place of doing business.

TAXES, PERMITS & FEES: The successful bidder shall pay for and include all federal, state and local taxes direct or indirect upon all materials; pay all fees for, and obtain all necessary permits and licenses, unless otherwise specified herein.

TAXES, CHARGES AND EXTRAS:

- A) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- B) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- C) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

MERCHANDISE RETURNABLE FOR FULL CREDIT: Bidder agrees to accept for full credit any merchandise sold by them on contract or award resulting from this bid, if returned in good condition by the County.

GUARANTEE AGAINST DEFECTS: All items are to carry a full guarantee against defects in materials and workmanship and guarantee against breakage and other malfunctions when performing work for which they are designed.

VENDOR ASSISTANCE: Successful bidder shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor. The County may require additional items from those in bid schedule.

BIDDERS' LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFQ.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the quotation, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

PRICES: Bidder agrees that prices quoted are for the contract period, and in the event of a price decline such lower prices shall be extended to the County of Fresno. Prices shall be quoted F.O.B. destination.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFQ or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a quotation/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

ADDENDA: In the event that it becomes necessary to revise any part of this RFQ, addenda will be provided to all agencies and organizations that receive the basic RFQ.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or quotation submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.

5. No County employee whose position in the County enables them to influence the selection of a contractor for this RFQ, or any competing RFQ, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.

INVOICING: All invoices are to be delivered to FleetServices@fresnocountyca.gov. Each invoice shall reference the purchase order or contract number and the equipment number if applicable.

PAYMENT: County will make partial payments for all purchases made under the contract/purchase order and accumulated during the month. Terms of payment will be net forty-five (45) days. County will consider the Bidder's Cash discount Offer, in lieu of the net forty-five (45) days payment terms.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years.

RENEWAL: Agreement may be renewed for a potential of two (2) one (1) year periods, based on the mutual written consent of all parties.

QUANTITIES: Quantities shown in the bid schedule are approximate and the County guarantees no minimum amount. The County reserves the right to increase or decrease quantities.

ORDERING: Orders will be placed as required by County of Fresno Fleet Services.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the County or to the Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses (including attorney's fees and costs), damages,

liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SAFETY DATA SHEETS: With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

EXAMINATION OF SITE: Where work is to be performed on County site, each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowance from the contract sum will be made because of lack of such examination.

DAMAGE TO EXISTING WORK: Damage to existing construction, equipment, planting, etc., by the contractor in the performance of their work shall be replaced or repaired and restored to original condition by the contractor.

CLEAN UP: The Contractor shall at all times, keep the premises clean from accumulation of waste materials or rubbish caused by their employees or work and shall remove all resulting work debris from the job site.

WATER, POWER & TOILET FACILITIES: Successful bidder may use County owned water, power and toilet facilities at job site (when existing) at no expense to the successful bidder. Successful bidder will be required, however, to provide piping, fittings and other items as necessary to bring water and power from existing service to job site.

COORDINATE WORK WITH OWNER: Successful bidder shall coordinate and schedule the work with the County so that any interruption to the normal business operations be kept to a minimum.

INSPECTION: All material and workmanship shall be subject to inspection, examination and test by the County at any and all times during which manufacture and/or construction are carried on. The County shall have the right to reject defective material and workmanship or require its correction.

SUPERVISION: The Contractor shall give efficient supervision to the work, using therein the skill and diligence for which they are remunerated in the contract price. They shall carefully inspect the site and study and compare all drawings, specifications and other instructions, as ignorance of any phase of any of the features or conditions affecting the contract will not excuse them from carrying out its provisions to its full intent.

STANDARD OF PERFORMANCE: All work shall be performed in a good and workmanlike manner.

SAFEGUARDS: The successful bidder shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the state of California. Any claim which cannot be amicably settled without court action will be litigated in the U.S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

DEFAULT: In case of default by the selected bidder, the County may procure the services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

ASSURANCES: Any contract awarded under this RFQ must be carried out in full compliance with the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFQ. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFQ. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

OBLIGATIONS OF CONTRACTOR: Contractor warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

TIE BIDS: With all other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, the tied vendors will be granted the opportunity to submit new bids or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

DATA SECURITY: Individuals and/or agencies that enter into a contractual relationship with the County for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the County, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of County data including sensitive or personal client information; abuse of County resources; and/or disruption to County operations.

Individuals and/or agencies may not connect to or use County networks/systems via personally owned mobile, wireless or handheld devices unless authorized by County for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (County or Contractor device) or brought in for use into the County's system(s) without prior authorization from County's Chief Information Officer and/or designee(s).

No storage of County's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The County will immediately be notified of any violations, breaches or potential breaches of security related to County's confidential information, data and/or data processing equipment which stores or processes County data, internally or externally.

County shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to County's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by County in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

AUDITS AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

INSURANCE REQUIREMENTS

INSURANCE: Without limiting the County's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- B. Automobile Liability: Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- C. Professional Liability: Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- D. Worker's Compensation: Workers compensation insurance as required by the laws of the State of California with statutory limits.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services, 4551 E. Hamilton Ave., Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be

cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.
Certificates of insurance are to include the contract number at the top of the first page.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

COUNTY OF FRESNO LOCAL VENDOR BID PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE BID PREFERENCE

The Local Vendor and Disabled Veteran Business Enterprise Preferences apply to this RFQ.

Whenever the CAO purchases supplies, materials and/or equipment for the County through the use of competitive bids, the CAO, in evaluating the price or bid for such supplies, materials and/or equipment shall determine if each bidder is a Fresno County Local Vendor (FCLV) and/or a Disabled Veteran Business Enterprise (DVBE). Bidders that are either an FCLV or a California State Certified DVBE may be granted a preference when determining the award of a bid. FCLV and DVBE, for the purposes of this section, are defined below.

A. Fresno County Local Vendor (FCLV)

1. The vendor has its headquarters, distribution point or locally-owned franchise located in or having a street address within the County for at least six (6) months immediately prior to the issuance of the request for competitive bids by the CAO; and
2. The vendor holds any required business license by a jurisdiction located in Fresno County; and
3. The vendor employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Fresno County, or if the business has no employees, shall be at least fifty percent (50%) owned by one or more persons whose primary residence(s) is located within Fresno County.

B. Disabled Veteran Business Enterprise (DVBE)

A vendor must be certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) as of the close of the competitive bid process in which they are participating. State certification as a DVBE is issued by the California Department of General Services.

Other Conditions

1. Any vendor claiming to be a FCLV as defined above, or a DVBE shall so certify in writing to the CAO. The CAO shall not be required to verify the accuracy of any such certifications, and shall have sole discretion to determine if a vendor meets the definition of a FCLV.
2. Any person or business falsely claiming to be a FCLV or DVBE under this section shall be ineligible to transact any business with the County for a period of not less than three (3) months and not more twenty-four (24) months as determined at the sole discretion of the CAO. The CAO shall also have the right to terminate all or any part of any contract entered into with such person or business.
3. In the event that the CAO rejects a vendor's claim that they are a FCLV and/or a DVBE, and as such declares them to be ineligible, such vendor shall be entitled to a public hearing before the Board of Supervisors and a five (5) day notice of the time and place thereof.
4. This section shall not apply to contracts required by state or federal statutes or regulations to be awarded to the lowest responsible bidder or otherwise exempted from local preference.

Preferences

FCLVs and DVBEs that submit a bid within five percent (5%) of the lowest responsive and responsible bid will, under certain specified circumstances, qualify to submit a new bid within two County business days of County's notification. Such new bids must be in an amount less than or equal to the lowest responsive and responsible bid previously determined by the CAO. If the CAO receives new bids from qualifying FCLVs and/or DVBEs, they shall award the contract to the FCLV or DVBE that submits the lowest responsive and responsible bid. If no new bids are received, the contract shall be awarded to the original low bidder as announced by the CAO. The lowest responsive and responsible bid shall be solely determined by the CAO.

The CAO will consider the following four categories of bidder relative to the Fresno County Local Vendor Preference and the Disabled Veteran Business Enterprise Preference.

Vendor Preference Categories

- 1) FCLV – Fresno County Local Vendor as defined above.
- 2) DVBE – Disabled Veteran Business Enterprise as defined above; a DVBE is not also a FCLV unless specifically designated as such.
- 3) FCLV & DVBE – A vendor that is both a Fresno County Local Vendor and Disabled Veteran Business Enterprise as defined above.
- 4) VNP – Vendor No Preference; A vendor that is neither a Fresno County Local Vendor nor a Disabled Veteran Business Enterprise.

The following table identifies the various combinations of vendor preference categories that could be received in response to an RFQ. It also indicates when a vendor qualifies for a re-bid under either the FCLV or DVBE Preference.

The first column of the table identifies the Vendor Preference Category of the bidder that the CAO has determined to be the lowest cost, responsive and responsible bidder. Each vendor preference category is shown in the columns to the right. The table indicates when a vendor category qualifies for a re-bid relative to the low bid category in the first column (read left to right).

Low Bid Submitted by Vendor Preference Category	FCLV & DVBE	FCLV	DVBE (Not a FCLV)	VNP
FCLV & DVBE Award to Low Bid No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
VNP Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity
FCLV Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity	No Re-bid Opportunity
DVBE (Not a FCLV) Award Subject to Preference Re-bid	May Re-bid when within 5% of low bid	May Re-bid when within 5% of low bid	No Re-bid Opportunity	No Re-bid Opportunity

Applying the Preferences

In determining the award of a Request for Quotation (RFQ), the CAO will first identify the lowest cost responsive and responsible bidder, and award will be made to that vendor when such vendor is both a FCLV and a DVBE.

If the lowest such bidder is not an FCLV, it will be determined if the Local Vendor Preference and/or the DVBE Preference are applicable to other bidders. The preferences will then apply to bids submitted by FCLVs and DVBEs that are within 5% of the designated low bid. The vendors submitting bids that are within the 5% will be granted an opportunity to submit a new bid. It must be stressed that in the event of a tie between a FCLV and a DVBE that is not a FCLV, the FCLV shall take precedence in award of the contract. This condition is necessary to remain consistent with Fresno County Charter Section 12 (h), which specifically calls for a preference to local vendors.

When the lowest responsive and responsible bidder is a FCLV, other bidders who are both FCLVs and DVBEs will have the opportunity to re-bid.

When the lowest responsive and responsible bid is from a non-local DVBE, all FCLVs will be offered a re-bid opportunity.

**PREFERENCE CERTIFICATION
LOCAL VENDOR
AND/OR
DISABLED VETERANS BUSINESS ENTERPRISE**

The Fresno County Local Vendor Preference (FCLV) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a FCLV and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

NOTIFICATION OF RE-BID

If a vendor's bid qualifies under the Fresno County Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two County business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon County's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) County business day period allowed for re-bid submission.

FCLV or DVBE TO COMPLETE:

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

E-Mail Address or Fax Number (Identify contact person)

**STATEMENT OF LOCAL VENDOR CERTIFICATION
COUNTY OF FRESNO**

Qualified local vendors desiring consideration under the Fresno County Local Vendor Preference must complete the following and submit with their quotation (print or type).

I _____, _____
(individual submitting bid) (title)
of/for _____ Certify that _____
(Company Name) (Company Name)

Is a Fresno County local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

Signature Title Date

(Print Name)

**STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE
CERTIFICATION**

Qualified vendors desiring consideration under the Fresno County DVBE Preference must complete the following and submit with their quotation (print or type).

I _____, _____
(individual submitting bid) (title)
of/for _____ Certify that _____
(*Company Name) (Company Name)

Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference.

State of California DVBE Certification Number: _____

Signature Title Date

(Print Name)

*Company name on file with the State of California DVBE program.

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for these or similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

SPECIFICATIONS

CALIFORNIA AIR RESOURCES BOARD (CARB) ADVANCED CLEAN FLEETS REGULATIONS

Contractor’s vehicles with a gross vehicle weight rating greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board (CARB) Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please see Exhibit D and visit the CARB Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/ourwork/programs/advanced-clean-fleets>.

RENEWABLE DIESEL

The Contractor shall furnish Renewable Diesel Fuel (R-99), in accordance with the State of California specification 9130-07BS-008 and the California Code of Regulations, Including Title 13 section 2449.

GASOLINE

The Contractor shall furnish Gasoline, Unleaded Regular Grade, in accordance with the State of California specification 9160-07BS-006 and California Code of Regulations (CCR), Title 13, Division 13, Division 3, Chapter 5, Article 1.

QUANTITIES:

Quantities shown on the Quotation Sheet are estimates. Location and delivery sites with gasoline and/or renewable diesel are estimates for the evaluation purpose only. The County will not be obligated to purchase contractor’s excess if delivery varies from the published estimates.

COST STRUCTURE:

The contract cost will be based on two factors:

1. Region Base Market Cost using Oil Price Information Services (OPIS) data and is also called in this case The Fresno Market Daily Rack Average which will be determined by the daily average OPIS price per product requested.
2. The Differential Cost which shall be four (4) digits past the decimal point (example \$.123), with a plus or minus symbol (example + or -) which the vendor will indicate on the contract.

All Differential prices quoted shall be exempt from:

Federal Tax, Exclusive of State Sales Tax, Local Sales Tax, California Motor Vehicle Fuel Tax, Leaking Underground Storage Tank Tax, Oil Spill Liability Fund Tax.

The formula outlines the contract price to be paid:

Fresno Market Daily Rack Average (OPIS) + Differential = Composite Cost

DELIVERY REQUIREMENTS:

Delivery shall be made to specified location as outlines per sectioned titled “Fuel Site Information”.

It is unlawful for any distributor or for any broker to sell any product to a retailer or to any person, when the quantity distributed in any single location is 5,000 or more gallons of gasoline or diesel fuel. Unless the distributor or broker, as the case may be, offers to invoice the purchaser for such gasoline or renewable diesel fuel on the basis of temperature-corrected gallons to 60° F for all such deliveries to the purchaser over a period of twelve (12) consecutive months and settles his accounts with the purchaser on the same.

Delivery equipment shall be compatible with existing County tanks and fittings. These vehicles shall be equipped as required by applicable laws, rules or regulations with all components. Such as connectors and hoses of the proper size, length, etc. necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable County personnel to verify quantities delivered.

Truck and Trailer Deliveries shall be defined as the one delivery composed of a fuel truck and trailer with product of either gasoline or renewable diesel equal to or above the minimum order levels. The County will order “Split” loads equal to a Truck or Trailer order.

Special delivery at the Courthouse Motor Pool:

This fuel site location is in downtown Fresno and is a remote fill located between the sidewalk and the street. The fuel truck and trailer will stop and commence filling while parked on the street. Deliveries shall be during off business hours in the evenings or on weekends.

VENDOR RESPONSIBILITIES:

1. The vendor shall perform all deliveries to County locations in a safe and professional manner.
2. Vendor's equipment shall be in good working order and all personnel or property.
3. Vendor must commit to delivery as requested at the time stated on accepted order through the term of the contract.
4. Vendor must give the County of Fresno access to their office/or personnel contacts during County business hours (7:30AM-4:30PM Monday through Friday) for the purpose of responding to any emergency or request. This includes telephone numbers, fax numbers, etc.
5. Vendor's delivery equipment must be compatible to County tanks.
6. The vendor will notify the County of delays or unexpected events that may delay or prevent the fuel from being delivered at the agreed upon date and time.
7. Finally, the vendor will immediately notify the County Contact is a fuel delivery was not delivered at the agreed upon date and time.

QUOTATION SCHEDULE

Please ensure to factor all costs throughout the five-year contract term. Also factor any taxes, fees and costs. The County will not accept price increases during the entire length of the contract. The County will award to the vendor with the lowest annual total for all locations. Bidders must complete the Quotation Schedule in its entirety.

Bidder Name: _____

Cost shall be the 10 AM Fresno OPIS Daily RACK Average plus or minus the differential as indicated below (Please include CAR and LCFS fees)

LOCATION	PRODUCT	ESTIMATED QUANTITY P/ ORDER	ESTIMATED ANNUAL QUANTITY	DIFFERENTIAL	TOTAL ANNUAL COST
American Ave Disposal Site 18950 W. American Ave. Kerman	Red Dye Renewable (ULS Renewable-R)	6,265	75,180		\$
	Gasoline	1,212	14,544		\$
Auberry Public Works Yd. 33148 Auberry Ave. Auberry	ULSDR 99	2,800	33,600		\$
	Gasoline	4,800	57,600		\$
Avocado Lake Park	ULSDR 99	275	3,300		\$
	Gasoline	719	8,628		\$
Biola Public Works Yd. 12855 W. "G" Street Biola	ULSDR 99	4,325	51,900		\$
	Gasoline	3,900	46,800		\$
Caruthers Boot Camp 500 E. Elkhorn Ave. Caruthers	ULSDR 99	500	350		\$
Caruthers Public Works Yd. 2544 W. Mountain View Ave. Caruthers	ULSDR 99	4,325	51,900		\$
	Gasoline	3,900	46,800		\$
Clovis Public Works Yd. 9401 N. Matus Clovis	ULSDR 99	1,434	17,208		\$
	Gasoline	6,584	79,008		\$
Coalinga Public Works Yd.	ULSDR 99	3,650	43,800		\$
	Gasoline	4,650	55,800		\$
ISD – Pontiac 333 W. Pontiac Way. Clovis	ULSDR 99	4,000	3,600		\$
County Plaza Building 2220 Tulare Street Fresno	ULSDR 1,500	1,500	1,050		\$

Courthouse Motor Pool 1155 "M" Street Fresno *Special Requirement: Night Delivery Only	Gasoline	6,390	76,680		\$
Del Rey Public Works Yd. 3633 S. Del Rey Ave. Del Rey	ULSDR 99	2,500	30,000		\$
	Gasoline	3,300	39,600		\$
Dunlap Public Works Yd.	ULSDR 99	1,000	12,000		\$
	Gasoline	2,000	24,000		\$
Firebaugh Public Works Yd.	ULSDR 99	4,000	48,000		\$
	Gasoline	4,300	51,600		\$
Fulton Street Health Dept. 1221 Fulton Street Fresno	ULSDR 99	500	400		\$
Hamilton Motor Pool 4551 E. Hamilton Ave. Fresno	ULSDR				\$
	Gasoline	7,780	93,360		\$
Juvenile Justice Campus 3333 American Avenue Fresno	ULSDR 99	1,363	16,356		\$
	Gasoline	6,950	83,400		\$
Juvenile Justice Campus Fire Generator 3333 American Avenue Fresno *Special Requirement: Has to be Pumped	ULSDR 99	500	350		\$
Kearney Park 6725 W. Kearney Blvd. Fresno	ULSDR 99	2,550	30,600		\$
	Gasoline	4,800	57,600		\$
Main Jail 1225 "M" Street Fresno	ULSDR 99	10,000	7,000		\$
		ANNUAL TOTAL FOR ALL LOCATIONS			\$

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. The Request for Quotation (RFQ) has been signed and completed.
2. Addenda, if any, have been signed and included in the bid package.
3. The completed *Reference List* as provided with this RFQ.
4. The completed Comply/Not Comply page as provided with this RFQ.
5. The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
6. The Fleet Compliance Certification (located in Exhibit D.)
7. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. The *Participation* page as provided within this RFQ has been signed and included
9. The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been signed and included.
10. *Bidder to Complete* page as provided with this RFQ.
11. Verification of Department of Industrial Relations Contractor Registration.
12. Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13. Return checklist with RFQ response.
14. **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

EXHIBITS

- A. Fuel Site Information**
- B. County of Fresno Fuel Order Form**
- C. Current Vendor Differentials**
- D. County of Fresno CARB Emission Disclosure Compliance**

RFQ 24-074 EXHIBIT A

Fuel Site Information					
Location	Product	Tank Size	Type	Fittings	Split
American Ave. Disposal Site 18950 W. American Ave. Kerman	Red Dye Renewable (ULS Renewable-R)	9,000	Above/Combo	3"	9/3 Split
	Gasoline	3,000	Above/Combo	3"	
Auberry Public Works Yd. 33148 Auberry Ave. Auberry	ULSDR 99	6,000	Above	3"	6/9 Split
	Gasoline	9,000	Above	3"	
Avocado Lake Park 3625 N. Piedra Road Fresno	ULSDR 99	500	Above	3"	1000/500 Split
	Gasoline	1,000	Above	3"	
Biola Public Works Yd. 12855 W. "G" Street Biola	ULSDR 99	10,000	Above	3"	10/10 Split
	Gasoline	10,000	Above	3"	
Caruthers Boot Camp 500 E. Elkhorn Ave. Caruthers	ULSDR 99	10,000	Under	OPW Standard	No
Caruthers Public Works Yd. 2544 W. Mountain View Ave. Caruthers	ULSDR 99	10,000	Under	OPW Standard	No
	Gasoline	10,000	Under	OPW Standard	No
Clovis Public Works Yard 9401 N. Matus Clovis	ULSDR 99	10,000	Above/Combo	3"	10/10 Split
	Gasoline	10,000			
Coalinga Public Works Yard 740 E. Polk Ave. Coalinga	ULSDR 99	10,000	Above	3"	10/10 Split
	Gasoline	10,000			
ISD-Pontiac 333 W. Pontiac Way Clovis	ULSDR 99	3,100	Above	3"	No
County Plaza Building 2220 Tulare Street Fresno	ULSDR 99	1,500	Above	2 ½" Cam	No
Courthouse Motor Pool 1155 "M" Street Fresno *Special Requirement: Night Delivery Only	Gasoline	10,000	Under	OPW Standard Remote	No

RFQ 24-074 EXHIBIT A

Del Rey Public Works Yd. 3633 S. Del Rey Ave. Del Rey	ULSDR 99	10,000	Above	3"	10/5 Split
	Gasoline	5,000	Above	3"	
Dunlap Public Works Yard 40315 Dunlap Road Dunlap	ULSDR 99	3,000	Above	3"	3/5 Split
	Gasoline	5,000	Above	3"	
Firebaugh Public Work Yd. 38825 W. Nees Ave. Firebaugh	ULSDR 99	10,000	Above	3"	No
	Gasoline	10,000	Above	3"	No
Fulton Mall Health Dept. 1221 Fulton Mall Fresno	ULSDR 99	500	Under	OPW Standard	No
Hamilton Motor Pool 4551 E. Hamilton Ave. Fresno	ULSDR 99	12,000	Under	OPW Standard	No
	Gasoline	20,000	Under	OPW Standard	No
Juvenile Justice Campus 3333 American Ave. Fresno	ULSDR 99	10,000	Above/Combo	3"	10/10 Split
	Gasoline	10,000			
Juvenile Justice Campus Fire Generator 3333 American Ave. Fresno *Special requirement: Has to be pumped.	ULSDR 99	500	Above	2 ½" Cam	No
Kearney Park 6725 W. Kearney Blvd. Fresno	ULSDR 99	3,000	Above	3"	3/9 Split
	Gasoline	9,000	Above	3"	
Main Jail 1225 "M" Street Fresno	ULSDR 99	10,000	Under	OPW Standard	No
Reedley Public Works Yard 17627 W. Manning Ave Reedley	ULSDR 99	10,000	Above	3"	10/10 Split
	Gasoline	10,000	Above	3"	
Sanger Public Works Yard 9525 E. Olive Ave. Sanger	ULSDR 99	10,000	Above	3"	10/10 Split
	Gasoline	10,000	Above	3"	
Satellite Jail 110 'M' Street Fresno	ULSDR 99	375	Above	2 ½" Pipe	No

RFQ 24-074 EXHIBIT A

Shaver Lake Public Works 41687 Dinkey Creek Road Shave Lake	ULSDR 99	4,000	Under	OPW Standard	No
	Gasoline	8,000	Under	OPW Standard	No
Sheriff's Administration Bldg. 2200 Fresno Street Fresno	ULSDR 99	20,000	Under	Standard	No
Tranquility Public Works Yd. 25411 W. Silveria Ave. Tranquility	ULSDR 99	10,000	Under	OPW Standard	No
	Gasoline	10,000	Under	OPW Standard	No



County of Fresno Fuel Order Form

Vendor:

Billing Address: Fresno County Fleet Services
4551 E Hamilton Ave
Fresno, CA 93702

Fuel Site:

Fuel Type	Gallons Ordering	Gallons Delivered*	VR Increase**
<input type="checkbox"/> Unleaded	<input type="text"/>	_____	_____
<input type="checkbox"/> R99 Diesel	<input type="text"/>	_____	_____
<input type="checkbox"/> R99 Red-Dye Diesel	<input type="text"/>	_____	_____

*As per Load Delivery Ticket/Invoice
**Verified Electronically by Veeder Root

Delivery Date:

Time:

County Contact: Brad Jones
(559) 600-7530
Fax: (559) 600-7508

CURRENT VENDOR DIFFERENTIALS

Cost shall be the OPIS Daily RACK Average plus or minus the differential as indicated below.

LOCATION	PRODUCT	DIFFERENTIAL
American Ave. Disposal Site 18950 W. American Ave. Kerman	Red Dye	-0.01
	Red Dye Renewable (ULS Renewable-R)	-0.01
	Gasoline	-0.075
Auberry Public Works Yd. 33148 Auberry Ave. Auberry	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Avocado Lake Park 3625 N. Piedra Road Fresno	ULSD	0.15
	ULSDR 99	-0.04
	Gasoline	0.15
Biola Public Works Yd. 12855 W. "G" Street Biola	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	0.00
Caruthers Boot Camp 500 E. Elkhorn Ave. Caruthers	ULSD	0.00
	ULSDR 99	-0.04
Caruthers Public Works Yd. 2544 W. Mountain View Ave. Caruthers	ULSD	-0.01
	ULSDR 99	-0.04
	Gasoline	-0.075
Clovis Public Works Yard 9401 N. Matus Clovis	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Coalinga Public Works Yard 740 E. Polk Ave. Coalinga	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
ISD-Pontiac 333 W. Pontiac Way Clovis	ULSD	0.075
	ULSDR 99	-0.04
County Plaza Building 2220 Tulare Street Fresno	ULSD	0.15

LOCATION	PRODUCT	DIFFERENTIAL
Courthouse Motor Pool 1155 "M" Street Fresno *Special Requirement: Night Delivery Only	Gasoline	-0.075
Del Rey Public Works Yd. 3633 S. Del Rey Ave. Del Rey	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Dunlap Public Works Yard 40315 Dunlap Road Dunlap	ULSD	0.0275
	ULSDR 99	-0.04
	Gasoline	-0.0375
Firebaugh Public Work Yd. 38825 W. Nees Ave. Firebaugh	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Fulton Mall Health Dept. 1221 Fulton Mall Fresno	ULSD	0.00
	ULSDR 99	-0.04
Hamilton Motor Pool 4551 E. Hamilton Ave. Fresno	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Juvenile Justice Campus 3333 American Ave. Fresno	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Juvenile Justice Campus Fire Generator 3333 American Ave. Fresno *Special requirement: Has to be pumped.	ULSD	0.00
	ULSDR 99	-0.04
Kearney Park 6725 W. Kearney Blvd. Fresno	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Main Jail 1225 "M" Street Fresno	ULSD	0.00
	ULSDR 99	-0.04

LOCATION	PRODUCT	DIFFERENTIAL
Reedley Public Works Yard 17627 W. Manning Ave Reedley	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Sanger Public Works Yard 9525 E. Olive Ave. Sanger	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075
Satellite Jail 110 'M' Street Fresno	ULSD	0.00
	ULSDR 99	-0.04
Shaver Lake Public Works 41687 Dinkey Creek Road Shave Lake	ULSD	0.025
	ULSDR 99	-0.04
	Gasoline	-0.0375
Sheriff's Administration Bldg. 2200 Fresno Street Fresno	ULSD	0.00
	ULSDR 99	-0.04
Tranquility Public Works Yd. 25411 W. Siliveria Ave. Tranquility	ULSD	0.00
	ULSDR 99	-0.04
	Gasoline	-0.075

DISCLOSURE & SUBMITTAL REQUIREMENT

VEHICLE EMISSION DISCLOSURE & COMPLIANCE REQUIREMENT.

This Project is subject to the following regulation(s) by the California Air Resources Board. In bidding this Project, it shall be the Bidder's sole responsibility to evaluate and include the cost of compliance with all equipment and vehicle emission requirements under this Contract and applicable law in its bid.

ADVANCED CLEAN FLEETS.

Vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 8,500 lbs. and light-duty package delivery vehicles operated in California may be subject to the California Air Resources Board's ("CARB") Advanced Clean Fleets regulations. Such vehicles may therefore be subject to requirements to reduce emissions of air pollutants. For more information, please visit CARB's Advanced Clean Fleets webpage at <https://ww2.arb.ca.gov/our-work/programs/advanced-clean-fleets>.

Pursuant to the High Priority and Federal Fleets Regulations of Title 13, CCR Sections 2015 through 2015.6 and the State and Local Government Fleets Regulations of Title 13, CCR Sections 2013 through 2013.4, bidders utilizing subcontractor(s) shall provide a signed certificate of reported compliance for each listed subcontractor in the space provided in the Proposed Subcontractors Form. Both bidders and their subcontractors must be registered as "compliant fleets" at the time of bid submittal. In the event that a bidder or its subcontractor(s) are exempt from these regulations, the bidder must submit a signed statement attesting to such fact, and to the reason(s) why it is not subject to the specific regulation(s).

Failure to certify as a compliant fleet or provide an attestation to an exemption may render the bid non-responsive.

IN-USE OFF-ROAD DIESEL-FUELED FLEETS.

Any contractor utilizing off highway vehicles or equipment may be subject to compliance with the In-Use Off-Road Diesel-Fueled Fleets Regulation. For more information, please visit the CARB In-Use Off-Road Diesel-Fueled Fleets Regulation webpage at: <https://ww2.arb.ca.gov/our-work/programs/use-road-diesel-fueled-fleets-regulation>.

Each bidder shall submit with its bid a valid CARB Certificate of Reported Compliance (. A bidder that utilizes a subcontractor shall submit the DOORS ID number for each listed subcontractor in the space provided in the Proposed Subcontractors Form. Bidders are responsible for including a valid Certificate of Reported Compliance (for each identified subcontractor.

Failure to submit valid certificates may render the bid non-responsive.

CALIFORNIA AIR RESOURCES BOARD.

The CARB- implemented amendments to the In-Use Off-Road Diesel- Fueled Fleets Regulations ("Regulation") are effective January 1, 2024, and applicable to all self-propelled off-road diesel vehicles 25 horsepower or greater and other forms of equipment used in California. A copy of the Regulation is available at:

<https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/off-roaddiesel/appa-1.pdf>

Each bidder is required to comply with all CARB and Regulation requirements, including, without limitation, all applicable sections of the Regulation, as codified in Title 13 of the California Code of Regulations section 2449 *et seq.* throughout the term of the Project. **Bidders must provide, with their Bid, copies of the Bidder's and all listed subcontractors most recent, valid Certificate of Reported Compliance ("CRC") issued by CARB.** Failure to provide valid CRCs as required herein may render the Bid non-responsive.

The County of Fresno is a Public Works Awarding Body, as that term is defined under Title 13 California Code of Regulations section 2449(c)(46). Accordingly, Bidders must submit, with their Bids, valid Certificates of Reported Compliance ("CRC") for the Bidder's fleet, and for the fleets of any listed subcontractors (including any applicable leased equipment or vehicles). Bidders must complete and submit the Fleet Compliance Certification, on the form provided. Failure to provide a CRC for the Bidder, and for all listed subcontractors, or failure to complete the Fleet Compliance Certification, may render the **Bid non-responsive**.

GENERAL COMPLIANCE WITH LAWS.

Each contractor will stay fully informed of federal, state and local laws, ordinances, and regulations which in any manner affect persons employed by the contractor, or in any way affect the performance of the services of the contractor. Each contractor will, at all times, observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Each contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

Each contractor will be aware of the requirements of the emissions reduction regulations being mandated by the California Air Resources Board ("CARB") and will comply with all applicable regulations before commencing the performance of the work, and will maintain compliance throughout the duration of this Agreement.

COMPLIANCE WITH CALIFORNIA AIR RESOURCES BOARD REGULATIONS.

Contractor shall comply with all applicable requirements of the most current version of the California Air Resources Board ("CARB") regulations including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation"). Contractor shall also ensure that all subcontractors comply with this same Regulation.

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's fleet and subcontractors' fleets, including, without limitation, Certificates of Reported Compliance ("CRC"), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the County of Fresno.

Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and

RFQ 24-074 EXHIBIT D

all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the County of Fresno, its officials (appointed and elected), officers, and employees from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

FLEET COMPLIANCE CERTIFICATION.

Bidder hereby acknowledges that it has reviewed the CARB’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Bidder hereby certifies, subject to the penalty of perjury, that the option checked below relating to the Bidder’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

- The Fleet is exempt from the Regulation under Section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to Section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e., third party correspondence or vendor bids).

- The Fleet is exempt from the requirements of the Regulation pursuant to Section 2449(i)(4) because this Project has been deemed an “emergency,” as that term is defined in Section 2449(c)(18) of the Regulation. Bidder shall only operate the exempted vehicles in the emergency situation, and records of the exempted vehicles must be maintained pursuant to Section 2449(i)(4).

- The Fleet does not fall under the Regulation or are otherwise exempt and a detailed reasoning is attached to this certification.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B

Original Government Contract



County of Fresno

INTERNAL SERVICES DEPARTMENT

Facilities • Fleet • Graphics • Purchasing • Security • Technology

PROCUREMENT AGREEMENT

Agreement Number P-24-403

July 18, 2024

Robert V. Jensen, Inc.
4029 S. Maple
Fresno, CA 93725

The County of Fresno (County) hereby contracts with Robert V. Jensen, Inc. (Contractor) for bulk fuel and delivery in accordance with the text of this agreement, Attachment "A", County of Fresno Request for Quotation No: 24-074 and the attached contractors response to County of Fresno Request for Quotation No: 24-074 by this reference made a part hereof.

TERM: This Agreement shall become effective September 15, 2024 and shall remain in effect through September 14, 2027.

EXTENSION: This Agreement may be extended for two (2) additional one (1) year periods by the mutual written consent of all parties.

MINIMUM ORDERS: Unless stated otherwise there shall be no minimum order quantity. The County reserves the right to increase or decrease orders or quantities.

CONTRACTOR'S SERVICES: Contractor shall perform the services as described in Attachment "A" attached, at the rates set forth in Attachment "A".

ORDERS: Orders will be placed on an as-needed basis by The County of Fresno Department of Internal Services under this contract.

PRICES: Prices shall be firm for the contract period.

MAXIMUM: In no event shall services performed and/or fees paid under this Agreement be in excess of Thirty Million Dollars (\$30,000,000.00).

ADDITIONAL ITEMS: The County reserves the right to negotiate additional items to this Agreement as deemed necessary. Such additions shall be made in writing and signed by both parties.

DELIVERY: The F.O.B. Point shall be the destination within the County of Fresno. All orders shall be delivered complete as specified. All orders placed before Agreement expiration shall be honored under the terms and conditions of this Agreement.

DEFAULT: In case of default by Contractor, the County may procure the articles/services from another source and may recover the loss occasioned thereby from any unpaid balance due the Contractor or by any other legal means available to the County. The prices paid by County shall be considered the prevailing market price at the time such purchase is made. Inspection of deliveries or offers for delivery, which do not meet specifications, will be at the expense of Contractor.

333 W. Pontiac Way, Clovis, CA 93612 / (559) 600-7110

** The County of Fresno is an Equal Employment Opportunity Employer **

**Robert V. Jensen, Inc.
July 18, 2024**

INVOICING: An itemized invoice shall be sent to requesting County department in accordance with invoicing instructions included in each order referencing this Agreement. The Agreement number must appear on all shipping documents and invoices. Invoice terms shall be Net 45 Days.

INVOICE TERMS: Net forty-five (45) days from the receipt of invoice.

TERMINATION: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory services or supplies provided to the date of termination.

LAWS AND REGULATIONS: The Contractor shall comply with all laws, rules and regulations whether they be Federal, State or municipal, which may be applicable to Contractor's business, equipment and personnel engaged in service covered by this Agreement.

AUDITS AND RETENTION: Terms and conditions set forth in the agreement associated with the purchased goods are incorporated herein by reference. In addition, the Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

LIABILITY: The Contractor agrees to:

Pay all claims for damage to property in any manner arising from Contractor's operations under this Agreement.

Indemnify, save and hold harmless, and at County's request defend the County, its officers, agents and employees from any and all claims for damage or other liability, including costs, expenses (including attorney's fees and costs), causes of action, claims or judgments resulting out of or in any way connected with Contractor's performance or failure to perform by Contractor, its agents, officers or employees under this Agreement, and from any and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents, or employees under this Agreement.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- B. Automobile Liability: Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- C. Professional Liability: Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began

**Robert V. Jensen, Inc.
July 18, 2024**

under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.

- D. Worker's Compensation: Workers compensation insurance as required by the laws of the State of California with statutory limits.

Additional Requirements Relating to Insurance:

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Contractor hereby waives its right to recover from County, its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. Contractor is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but Contractor's waiver of subrogation under this paragraph is effective whether or not Contractor obtains such an endorsement.

Within Thirty (30) days from the date Contractor signs and executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the **County of Fresno, Fleet Services - 4551 E Hamilton Ave Fresno, CA 93702**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County. **Certificates of Insurance are to include the contract number at the top of the first page.**

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

COMING ON COUNTY PROPERTY TO DO WORK: Contractor agrees to provide maintain and furnish proof of Comprehensive General Liability Insurance with limits of not less than \$500,000 per occurrence.

INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County. Furthermore, County shall have no right to control or supervise or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable

**Robert V. Jensen, Inc.
July 18, 2024**

provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties under this Agreement without the written consent of the other party.

AMENDMENTS: This Agreement constitutes the entire Agreement between the Contractor and the County with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, Request for Proposals, Bids and understandings of any nature whatsoever unless expressly included in this Agreement. This Agreement supersedes any and all terms set forth in Contractor's invoice. This Agreement may be amended only by written addendum signed by both parties.

INCONSISTENCIES: In the event of any inconsistency in interpreting the documents which constitute this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement (excluding Attachment "A", County's Request for Quotation No. 24-074 and the Contractor's Quote in response thereto); (2) Attachment "A"; (3) the County's Request for Quotation No. 24-074 and (4) the Contractor's quotation made in response to County's Request for Quotation No. 24-074.

GOVERNING LAWS: This Agreement shall be construed, interpreted and enforced under the laws of the State of California. Venue for any action shall only be in County of Fresno.

ELECTRONIC SIGNATURES: The parties agree that this Agreement may be executed by electronic signature as provided in this section.

- A. An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) of a handwritten signature.
- B. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.
- C. The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).
- D. Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

Please acknowledge your acceptance by returning **all pages** of this Agreement to my office via email.

Please refer any inquiries in this matter to Crystal Nino, Purchasing Analyst, at 559-600-7113 or cnino@fresnocountyca.gov.

Robert V. Jensen, Inc.

July 18, 2024

FOR THE COUNTY OF FRESNO

Manuel Vilanova
Deputy Director - ISD
333 W. Pontiac Way
Clovis, CA 93612

MV:cn

Robert V. Jensen, Inc.

July 18, 2024

CONTRACTOR TO COMPLETE:

Company: ROBERT V. JENSEN INC

Type of Entity:

Individual

Limited Liability Company

Sole Proprietorship

Limited Liability Partnership

Corporation

General Partnership

P.O. Box 12907

FRESNO

CA

93719-2907

Address

City

State

Zip

559-485-8210 Ext 112

559-485-8503

WMARTIN@RVJENSEN.COM

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

Print Name &
Title:

William V. Jensen
PRES/CEO

Print Name & Title:

RON KING - CEO

*

Signature:

William V Jensen

*

Signature:

[Signature]

ACCOUNTING USE ONLY

ORG No.: 8910

Account No.: 7410

Requisition No.: 8912400562

(08/2022)

ATTACHMENT "A"

Cost shall be the 10 AM Fresno OPIS Daily RACK Average plus or minus the differential.

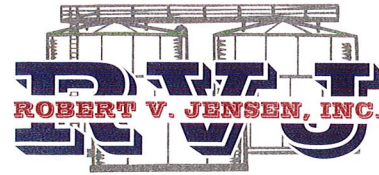
LOCATION	PRODUCT	DIFFERENTIAL
American Ave Disposal Site 18950 W. American Ave. Kerman	Red Dye Renewable (ULS Renewable-R)	-0.085
	Gasoline	-0.1575
Auberry Public Works Yd. 33148 Auberry Ave. Auberry	ULSDR 99	-0.085
	Gasoline	-0.1575
Avocado Lake Park	ULSDR 99	-0.085
	Gasoline	-0.1575
Biola Public Works Yd. 12855 W. "G" Street Biola	ULSDR 99	-0.085
	Gasoline	-0.1575
Caruthers Boot Camp 500 E. Elkhorn Ave. Caruthers	ULSDR 99	-0.2
Caruthers Public Works Yd. 2544 W. Mountain View Ave. Caruthers	ULSDR 99	-0.085
	Gasoline	-0.1575
Clovis Public Works Yd. 9401 N. Matus Clovis	ULSDR 99	-0.085
	Gasoline	-0.1575
Coalinga Public Works Yd.	ULSDR 99	-0.085
	Gasoline	-0.1575
ISD – Pontiac 333 W. Pontiac Way. Clovis	ULSDR 99	-0.085
County Plaza Building 2220 Tulare Street Fresno	ULSDR 1,500	-0.085
Courthouse Motor Pool 1155 "M" Street Fresno *Special Requirement: Night Delivery Only	Gasoline	-0.1575
Del Rey Public Works Yd. 3633 S. Del Rey Ave. Del Rey	ULSDR 99	-0.085
	Gasoline	-0.1575

Robert V. Jensen, Inc.

July 18, 2024

LOCATION	PRODUCT	DIFFERENTIAL
Dunlap Public Works Yd.	ULSDR 99	-0.085
	Gasoline	-0.1575
Firebaugh Public Works Yd.	ULSDR 99	-0.085
	Gasoline	-0.1575
Fulton Street Health Dept. 1221 Fulton Street	ULSDR 99	-0.2
Hamilton Motor Pool 4551 E. Hamilton Ave.	ULSDR	-0.085
	Gasoline	-0.1575
Juvenile Justice Campus 3333 American Avenue	ULSDR 99	-0.085
	Gasoline	-0.1575
Juvenile Justice Campus Fire Generator 3333 American Avenue *Special Requirement: Has to be Pumped	ULSDR 99	-0.085
Kearney Park 6725 W. Kearney Blvd.	ULSDR 99	-0.085
	Gasoline	-0.1575
Main Jail 1225 "M" Street	ULSDR 99	-0.085
Reedley Public Works Yard 17627 W. Manning Ave.	ULSDR 99	-0.085
	Gasoline	-0.1575
Sanger Public Works Yard 9525 E. Olive Ave.	ULSDR 99	-0.085
	Gasoline	-0.1575
Satellite Jail 110 "M" Street	ULSDR 99	-0.085
Shaver Lake Public Works 41687 Dinkey Creek Road	ULSDR 99	-0.085
	Gasoline	-0.1575
Sheriff's Administration Bldg. 2200 Fresno Street	ULSDR 99	-0.085
Tranquility Public Works Yd. 25411 W. Silveira Ave.	ULSDR 99	-0.085
	Gasoline	-0.1575

**Contractor's Response to
County of Fresno
Request for Quotation
No. 24-074**



PETROLEUM DISTRIBUTOR SINCE 1952

P.O BOX 12907 • FRESNO, CA 93779-2907
PHONE: (559) 485-8210 • FAX: (559) 485-8503
TOLL FREE: (800) 366-8210

07/03/24

County of Fresno

RFQ #24-074

Closing Date: July 8, 2024

Time: 9am

Attn: Crystal Nino

Thank you for the opportunity to bid the fuel requirements of the County of Fresno. Robert V. Jensen Inc has been a business operating in the County since 1952 and takes immense pride in this achievement.

I want to bring to the purchasing departments attention that we have included invoices that point out all the taxes and fees that the County would pay. Also, our calculation is based on OPIS DAILY RACK AVERAGE DAY OF; minus the differential. Minus, - .085 for R99, and minus -.1575 for Regular Unleaded Gasoline. Please contact me with any questions you may have.

Regards

Michael A. Martin.

COUNTY OF FRESNO



REQUEST FOR QUOTATION

NUMBER: 24-074

BULK FUEL AND DELIVERY

Issue Date: June 4, 2024

Closing Date: JULY 3, 2024 AT 9:00 AM

All Questions and Responses must be electronically submitted on the Bid Page on Public Purchase.

For assistance, contact Crystal Nino at Phone (559) 600-7110.

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached at the prices and terms stated in this RFQ.
Bid must be signed and dated by an authorized officer or employee.

ROBERT V. JENSEN INC

COMPANY

Michael A. Martin

CONTACT PERSON

P.O. BOX 12907

ADDRESS

FRESNO

CITY

CA

STATE

93779

ZIP CODE

(559) 485-8210 Ex 112

TELEPHONE NUMBER

MMARTIN@RVJENSEN.COM

E-MAIL ADDRESS

[Signature]

AUTHORIZED SIGNATURE

MICHAEL A. MARTIN

PRINT NAME

OPERATION MANAGER

TITLE

Purchasing Use: CN:st

ORG/Requisition: 8910 / 8912400562

COUNTY OF FRESNO
ADDENDUM NUMBER: ONE (1)
RFQ NUMBER: 24-074
BULK FUEL AND DELIVERY

Issue Date: June 25, 2024

CLOSING DATE: JULY 8, 2024 AT 9:00 AM

Submit all Questions and Quotations on the Bid Page at Public Purchase.


For assistance contact Crystal Nino at (559) 600-7110.

NOTE THE FOLLOWING AND ATTACHED ADDITIONS, DELETIONS AND/OR CHANGES TO THE REQUIREMENTS OF REQUEST FOR QUOTATION NUMBER: 24-074 AND INCLUDE THEM IN YOUR RESPONSE. PLEASE SIGN AND RETURN THIS ADDENDUM WITH YOUR QUOTATION.

- Questions and Answers
- Revised Quotation Schedule
- Past Bid Tab
- Bills of Lading
- Invoices 1-6

ACKNOWLEDGMENT OF ADDENDUM NUMBER ONE (1) TO RFQ 24-074

COMPANY NAME: Robert V. Jensen Inc (PRINT)

SIGNATURE: 

NAME & TITLE: Michael H. Martin (PRINT)

Purchasing Use: CN:st

ORG/Requisition: 8910 / 8912400562

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR QUOTATION.

Firm: ROBERT V. JENSEN INC

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar products/services. If you have held a contract for these or similar services with the County of Fresno within the past seven (7) years, list the County as one of your customers. Please list the person most familiar with your contract. Be sure to include all requested information.

Reference Name: COUNTY OF FRESNO Contact: BRAD JONES
 Address: 4551 E. HAMILTON AVE
 City: FRESNO State: CA Zip: 93702
 Phone No.: (559) 600-7530 Date: 6/9/2024
 Service Provided: DELIVERY OF FUEL & LUBRICANTS

Reference Name: CITY OF FRESNO Contact: JAN CASTELLANOS
 Address: 2101 G ST
 City: FRESNO State: CA Zip: 93704
 Phone No.: (559) 621-1113 Date: 6-4-2024
 Service Provided: DELIVERY OF FUEL & LUBRICANTS

Reference Name: CITY OF CLOVIS Contact: LIM STRINGFIELD
 Address: 155 N. SUNNYSIDE AVE
 City: CLOVIS State: CA Zip: 93612
 Phone No.: (559) 324-2671 Date: 6-4-2024
 Service Provided: DELIVERY FUEL & LUBRICANTS

Reference Name: CLOVIS UNIFIED Contact: MARIA MALABAN
 Address: 1450 HERNDON AVE
 City: CLOVIS State: CA Zip: 93611
 Phone No.: (559) 327-9482 Date: 6/04/2024
 Service Provided: DELIVERY OF FUEL & LUBRICANTS

Reference Name: FRESNO UNIFIED Contact: RAMIRO SOLAS
 Address: 4498 N BRAWLEY
 City: FRESNO State: CA Zip: 93722
 Phone No.: (559) 457-6206 Date: 6/6/2024
 Service Provided: DELIVERY OF FUEL & LUBRICANTS

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFQ.

BIDDER TO COMPLETE:

GUARANTEED PICK UP AND/OR DELIVERY: Bidder will be considered in award of bid only if they can guarantee. Enter guarantee on this line (i.e. number of days from receipt of order to delivery):

NEXT WORK DAY, UNLESS AN EMERGENCY SAME DAY DELIVERY

MINIMUM ORDER: Bidder to state minimum order quantities and charges for less than minimum order quantity (if not stated it will be assumed there are none).

N/A

SUBCONTRACTORS:

List all subcontractors that would perform work in excess of one/half of one percent of the total amount of your bid, and state general type of work such subcontractor would be performing. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor:

NO SUBCONTRACTOR WILL BE USED

QUOTATION SCHEDULE

Please ensure to factor all costs throughout the five-year contract term. Also factor any taxes, fees and costs. The County will not accept price increases during the entire length of the contract. The County will award to the vendor with the lowest annual total for all locations. Bidders must complete the Quotation Schedule in its entirety.

Bidder Name: _____ Robert V. Jensen, Inc _____

Cost shall be the 10 AM Fresno OPIS Daily RACK Average plus or minus the differential as indicated below (Please include CAR and LCFS fees)

LOCATION	PRODUCT	ESTIMATED QUANTITY P/ ORDER	ESTIMATED ANNUAL QUANTITY	DIFFERENTIAL	TOTAL ANNUAL COST
American Ave Disposal Site 18950 W. American Ave. Kerman	Red Dye Renewable (ULS)	6,265	75,180	-0.085	-\$6,390.30
	Gasoline	1,212	14,544	-0.1575	-\$2,290.68
Auberry Public Works Yd. 33148 Auberry Ave. Auberry	ULSDR 99	2,800	33,600	-0.085	-\$2,856.00
	Gasoline	4,800	57,600	-0.1575	-\$9,072.00
Avocado Lake Park	ULSDR 99	275	3,300	-0.085	-\$280.50
	Gasoline	719	8,628	-0.1575	-\$1,358.91
Biola Public Works Yd. 12855 W. "G" Street Biola	ULSDR 99	4,325	51,900	-0.085	-\$4,411.50
	Gasoline	3,900	46,800	-0.1575	-\$7,371.00
Caruthers Boot Camp 500 E. Elkhorn Ave. Caruthers	ULSDR 99	350	4,200	-0.2	-\$840.00
Caruthers Public Works Yd. 2544 W. Mountain View Ave. Caruthers	ULSDR 99	4,325	51,900	-0.085	-\$4,411.50
	Gasoline	3,900	46,800	-0.1575	-\$7,371.00
Clovis Public Works Yd. 9401 N. Matus Clovis	ULSDR 99	1,434	17,208	-0.085	-\$1,462.68
	Gasoline	6,584	79,008	-0.1575	-\$12,443.76
Coalinga Public Works Yd.	ULSDR 99	3,650	43,800	-0.085	-\$3,723.00
	Gasoline	4,650	55,800	-0.1575	-\$8,788.50
ISD – Pontiac 333 W. Pontiac Way. Clovis	ULSDR 99	3,100	37,200	-0.085	-\$3,162.00
County Plaza Building 2220 Tulare Street Fresno	ULSDR 99	1,050	12,600	-0.085	-\$1,071.00

Courthouse Motor Pool 1155 "M" Street Fresno *Special Requirement: Night Delivery Only	Gasoline	6,390	76,680	-0.1575	-\$12,077.10
Del Rey Public Works Yd. 3633 S. Del Rey Ave. Del Rey	ULSDR 99	2,500	30,000	-0.085	-\$2,550.00
	Gasoline	3,300	39,600	-0.1575	-\$6,237.00
Dunlap Public Works Yd. 40315 Dunlap Road Dunlap	ULSDR 99	1,000	12,000	-0.085	-\$1,020.00
	Gasoline	2,000	24,000	-0.1575	-\$3,780.00
Firebaugh Public Works Yd. 38825 W. Nees Ave. Firebaugh	ULSDR 99	4,000	48,000	-0.085	-\$4,080.00
	Gasoline	4,300	51,600	-0.1575	-\$8,127.00
Fulton Street Health Dept. 1221 Fulton Street Fresno	ULSDR 99	400	4,800	-0.2	-\$960.00
Hamilton Motor Pool 4551 E. Hamilton Ave. Fresno	ULSDR	3,400	40,800	-0.085	-\$3,468.00
	Gasoline	7,780	93,360	-0.1575	-\$14,704.20
Juvenile Justice Campus 3333 American Avenue Fresno	ULSDR 99	1,363	16,356	-0.085	-\$1,390.26
	Gasoline	6,950	83,400	-0.1575	-\$13,135.50
Juvenile Justice Campus Fire Generator 3333 American Avenue Fresno *Special Requirement: Has to be Pumped	ULSDR 99	350	4,200	-0.085	-\$357.00
Kearney Park 6725 W. Kearney Blvd. Fresno	ULSDR 99	2,550	30,600	-0.085	-\$2,601.00
	Gasoline	4,800	57,600	-0.1575	-\$9,072.00
Main Jail 1225 "M" Street Fresno	ULSDR 99	8,000	96,000	-0.085	-\$8,160.00
Reedley Public Works Yard 17627 W. Manning Ave. Reedley	ULSDR 99	7,000	84,000	-0.085	-\$7,140.00
	Gasoline	7,000	84,000	-0.1575	-\$13,230.00
Sanger Public Works Yard 9525 E. Olive Ave. Sanger	ULSDR 99	2,843	34,116	-0.085	-\$2,899.86
	Gasoline	5,372	64,464	-0.1575	-\$10,153.08
Satellite Jail 110 "M" Street Fresno	ULSDR 99	1,667	20,004	-0.085	-\$1,700.34


Shaver Lake Public Works 41687 Dinkey Creek Road Shaver Lake	ULSDR 99	1,667	20,004	-0.085	-\$1,700.34
	Gasoline	5,000	60,000	-0.1575	-\$9,450.00
Sheriff's Administration Bldg. 2200 Fresno Street Fresno	ULSDR 99	16,000	192,000	-0.085	-\$16,320.00
Tranquility Public Works Yd. 25411 W. Silveira Ave. Tranquility	ULSDR 99	3,259	42,348	-0.085	-\$3,599.58
	Gasoline	4,743	56,916	-0.1575	-\$8,964.27
		ANNUAL TOTAL FOR ALL LOCATIONS			-\$244,180.86

FLEET COMPLIANCE CERTIFICATION.

Bidder hereby acknowledges that it has reviewed the CARB's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to the penalty of perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under Section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to Section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e., third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to Section 2449(i)(4) because this Project has been deemed an "emergency," as that term is defined in Section 2449(c)(18) of the Regulation. Bidder shall only operate the exempted vehicles in the emergency situation, and records of the exempted vehicles must be maintained pursuant to Section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempt and a detailed reasoning is attached to this certification.

Name of Bidder: ROBERT V. JENSEN INC

Signature: 

Name: MICHAEL A. MARTIN

Title: OPERATION MANAGER

Date: 7/03/2024

BIDDER TO COMPLETE THE FOLLOWING:

PARTICIPATION

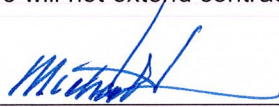
The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.



(Authorized Signature)

OPERATION MANAGER

Title

**PREFERENCE CERTIFICATION
LOCAL VENDOR
AND/OR
DISABLED VETERANS BUSINESS ENTERPRISE**

The Fresno County Local Vendor Preference (FCLV) and the Disabled Veteran Business Enterprise Preference (DVBE) are applicable to this Request for Quotation as previously explained.

Qualified Vendors that desire consideration as a FCLV and/or a DVBE under this RFQ must complete the "Statement of Local Vendor Certification" and/or the "Statement of DVBE Certification", each is included below, and submit it/them as a part of their quotation. Late submittals of these certification forms will not be considered. Submission of either or both certifications will qualify the vendor for treatment as a local vendor or a DVBE for purposes of this RFQ only. The certification(s) made under this RFQ do not qualify the vendor for a preference under any other RFQ.

NOTIFICATION OF RE-BID

If a vendor's bid qualifies under the Fresno County Local Vendor Preference or the DVBE Preference, the vendor will be notified of his/her opportunity to re-bid. If so notified, the Vendor must submit his/her re-bid within two County business days of notification.

Notification will be issued by e-mail or Fax, whichever is preferred by the vendor. Notification to Vendor shall be considered complete upon County's transmission of e-mail or Fax. It will be the vendor's responsibility to check his/her e-mail or Fax messages for notification. The vendor's delay in retrieval of his/her notification will not alter the two (2) County business day period allowed for re-bid submission.

FCLV or DVBE TO COMPLETE:

Indicate ONE method for notification of re-bid opportunity by providing the appropriate e-mail address or Fax number. Submit this document as a part of your quotation.

MMARTIN@VJENSEN.COM (MICHAEL A. MARTIN)
E-Mail Address or Fax Number (Identify contact person)

STATEMENT OF LOCAL VENDOR CERTIFICATION COUNTY OF FRESNO

Qualified local vendors desiring consideration under the Fresno County Local Vendor Preference must complete the following and submit with their quotation (print or type).

I Michael A. Martin, OPERATION MANAGER
(individual submitting bid) (title)
of/for ROBERT V. JENSEN INC Certify that ROBERT V. JENSEN INC
(Company Name) (Company Name)

Is a Fresno County local Vendor as defined within this RFQ and therefore qualifies for the Local Vendor Preference.

[Signature] OPERATION MANAGER 2/03/2024
Signature Title Date
MICHAEL A. MARTIN
(Print Name)

STATEMENT OF DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

Qualified vendors desiring consideration under the Fresno County DVBE Preference must complete the following and submit with their quotation (print or type).

I _____, _____
(individual submitting bid) (title)
of/for _____ Certify that _____
(*Company Name) (Company Name)

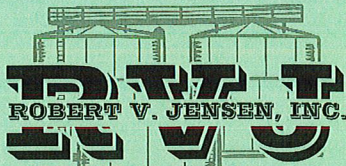
Is a Disabled Veteran Business Enterprise certified by the State of California and therefore qualifies for the DVBE Preference.

State of California DVBE Certification Number: _____

Signature Title Date

(Print Name)

*Company name on file with the State of California DVBE program.



PETROLEUM DISTRIBUTOR SINCE 1952

PO BOX 12907
FRESNO, CA 93779
(559) 485-8210 FAX (559) 485-8503
1-800-366-8210

FEDERAL ID NUMBER 94-2266370
PREPAID SALES TAX NO SG-DH 78-005268

Invoice

ACCOUNT: 01-COFRFLE
INVOICE: 0625Q-IN
INVOICE DATE: 6/25/2024
DUE DATE: 8/9/2024

BILL TO:

COUNTY OF FRESNO
FLEET SERVICES DIVISION
4551 E. HAMILTON AVE
FRESNO, CA 93702

SHIP TO:

HAMILTON-FLEET COMPLEX
PO# P-19-434-C EXP:09/16/22
4551 E. HAMILTON AVE
20K UNL & 12k DSL
FRESNO, CA

NET - 45 DAYS

PURCHASE ORDER:

ORDER	SHIP DATE	TAX AGY	RECEIVED
	6/25/2024	CA FRSCIT	SIGNATURE _____

ITEM	SHIPPED	PRODUCT	UNIT	PRICE	AMOUNT
0470	7,500.00	RENEWABLE ULS DIESEL (R99)	GAL	3.0091	22,568.25

FRESNO RACK AVG \$3.0491

STATE EXCISE TAX-DIESEL	0.44100	3,307.50
FEDERAL LUST TAX-DIESEL	0.00100	7.50

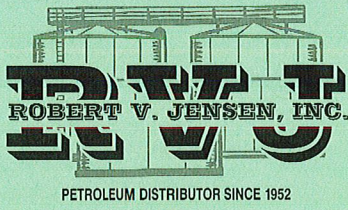
QUOTE

Gasoline (All Grades), Diesel (All Grades), and Lubricants: Extremely flammable. Harmful or fatal if swallowed. Prolonged or repeated contact may cause skin/eye and respiratory irritation or other injury. In case of leak, spill or fire, call CHEMTREC Toll Free (800) 424-9300. Seller has included those federal, state, and local taxes and fees on this invoice that to the best of seller's information, knowledge, and belief, are applicable to this sale. Any tax or fee subsequently determined to be applicable to this sale and not included on this invoice will be billed to the purchaser at a later date. Dyed diesel fuel, nontaxable use only, penalty for taxable use. Container deposits paid by customer will be refunded by Company upon prompt return of the container in good condition.

Less Discount:	0.00
Sales Tax:	3,183.18
Invoice Total:	29,066.43

Retain This Invoice. No other will be sent.

PLEASE MAKE CHECK PAYABLE TO ROBERT V. JENSEN, INC. SEND TO ADDRESS ABOVE



Invoice

ACCOUNT: 01-COFRFLE
INVOICE: 0625Q-IN
INVOICE DATE: 6/25/2024
DUE DATE: 8/9/2024

PO BOX 12907
 FRESNO, CA 93779
 (559) 485-8210 FAX (559) 485-8503
 1-800-366-8210

FEDERAL ID NUMBER 94-2266370
 PREPAID SALES TAX NO SG-DH 78-005268

BILL TO:
 COUNTY OF FRESNO
 FLEET SERVICES DIVISION
 4551 E. HAMILTON AVE
 FRESNO, CA 93702

SHIP TO:
 HAMILTON-FLEET COMPLEX
 PO# P-19-434-C EXP:09/16/22
 4551 E. HAMILTON AVE
 20K UNL & 12k DSL
 FRESNO, CA

NET - 45 DAYS

PURCHASE ORDER:

ORDER	SHIP DATE	TAX AGY	RECEIVED
	6/25/2024	CA FRSCIT	SIGNATURE _____

ITEM	SHIPPED	PRODUCT	UNIT	PRICE	AMOUNT
0417	7,500.00	RENEWABLE ULS DIESEL (DYED)	GAL	3.0220	22,665.00

FRESNO RACK AVG \$3.062

FEDERAL LUST TAX-DIESEL	0.00100	7.50
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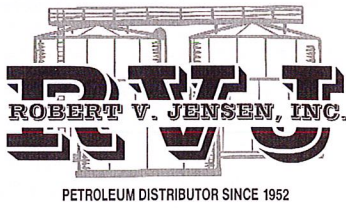
QUOTE

Gasoline (All Grades), Diesel (All Grades), and Lubricants: Extremely flammable. Harmful or fatal if swallowed. Prolonged or repeated contact may cause skin/eye and respiratory irritation or other injury. In case of leak, spill or fire, call CHEMTREC Toll Free (800) 424-9300. Seller has included those federal, state, and local taxes and fees on this invoice that to the best of seller's information, knowledge, and belief, are applicable to this sale. Any tax or fee subsequently determined to be applicable to this sale and not included on this invoice will be billed to the purchaser at a later date. Dyed diesel fuel, nontaxable use only, penalty for taxable use. Container deposits paid by customer will be refunded by Company upon prompt return of the container in good condition.

Less Discount:	0.00
Sales Tax:	3,196.82
Invoice Total:	25,869.32

Retain This Invoice. No other will be sent.

PLEASE MAKE CHECK PAYABLE TO ROBERT V. JENSEN, INC. SEND TO ADDRESS ABOVE



Invoice

ACCOUNT: 01-COFRFLE
 INVOICE: 0625Q-IN
 INVOICE DATE: 6/25/2024
 DUE DATE: 8/9/2024

PO BOX 12907
 FRESNO, CA 93779
 (559) 485-8210 FAX (559) 485-8503
 1-800-366-8210

FEDERAL ID NUMBER 94-2266370
 PREPAID SALES TAX NO SG-DH 78-005268

BILL TO:
 COUNTY OF FRESNO
 FLEET SERVICES DIVISION
 4551 E. HAMILTON AVE
 FRESNO, CA 93702

SHIP TO:
 HAMILTON-FLEET COMPLEX
 PO# P-19-434-C EXP:09/16/22
 4551 E. HAMILTON AVE
 20K UNL & 12k DSL
 FRESNO, CA

NET - 45 DAYS

PURCHASE ORDER:

ORDER	SHIP DATE	TAX AGY	RECEIVED
	6/25/2024	CA FRSCIT	SIGNATURE _____

ITEM	SHIPPED PRODUCT	UNIT	PRICE	AMOUNT
0300	8,500.00 REGULAR UNLEADED	GAL	3.0701	26,095.85

FRESNO RACK AVG \$3.1451

STATE EXCISE TAX-GAS	0.57900	4,921.50
CA LEAD POISON PREV FEE-GAS	0.00328	27.88
FEDERAL LUST TAX-GAS	0.00100	8.50
FEDERAL ENVIRO FEE-GAS	0.00193	16.41
FEDERAL SUPERFUND FEE-GAS	0.00364	30.94
CA ENVIRONMENTAL FEE-GAS	0.00679	57.72

QUOTE

Gasoline (All Grades), Diesel (All Grades), and Lubricants: Extremely flammable. Harmful or fatal if swallowed. Prolonged or repeated contact may cause skin/eye and respiratory irritation or other injury. In case of leak, spill or fire, call CHEMTREC Toll Free (800) 424-9300. Seller has included those federal, state, and local taxes and fees on this invoice that to the best of seller's information, knowledge, and belief, are applicable to this sale. Any tax or fee subsequently determined to be applicable to this sale and not included on this invoice will be billed to the purchaser at a later date. Dyed diesel fuel, nontaxable use only, penalty for taxable use. Container deposits paid by customer will be refunded by Company upon prompt return of the container in good condition.

Less Discount:	0.00
Sales Tax:	1,043.82
Invoice Total:	32,202.62

Retain This Invoice. No other will be sent.

PLEASE MAKE CHECK PAYABLE TO ROBERT V. JENSEN, INC. SEND TO ADDRESS ABOVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Andreini & Company-San Mateo 220 West 20th Ave San Mateo CA 94403	CONTACT NAME: Andreini & Company PHONE (A/C, No., Ext): 650-573-1111 E-MAIL ADDRESS: czeng@andreini.com		FAX (A/C, No): 650-378-4361													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cypress Insurance Company (CA)</td> <td>10855</td> </tr> <tr> <td>INSURER B : Underwriters at Lloyds, London</td> <td>85202</td> </tr> <tr> <td>INSURER C : GuideOne Insurance Company</td> <td>15032</td> </tr> <tr> <td>INSURER D : Sutton Specialty Insurance Co.</td> <td>16848</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cypress Insurance Company (CA)	10855	INSURER B : Underwriters at Lloyds, London	85202	INSURER C : GuideOne Insurance Company	15032	INSURER D : Sutton Specialty Insurance Co.	16848	INSURER E :		INSURER F :
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INSURER E :																
INSURER F :																
INSURED Robert V. Jensen, Inc. P.O. Box 12907 Fresno CA 93779	ROBER-3															

COVERAGES

CERTIFICATE NUMBER: 190835834

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		62P10115601	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MSC90 <input checked="" type="checkbox"/> CA9948			62P10115601	9/30/2023	9/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			23UKPCB230002530147003	9/30/2023	9/30/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	ROWC432775	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability-2nd Layer			ISCNB0500000002600	9/30/2023	9/30/2024	Each Occurrence Aggregate \$ 5,000,000 \$ 5,000,000

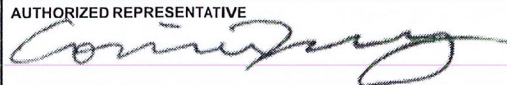
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Quotation No. 24-073

County of Fresno, its officers, agents and employees, and volunteers individually and collectively are included as additional insured but only insofar as the operations under this Agreement is concerned. This insurance is primary and non-contributory. 10 Day Notice of cancellation applies for non-payment of premium/30 days cancellation for all other reasons. A Waiver of Subrogation applies to Workers Compensations.

CERTIFICATE HOLDER

CANCELLATION

County of Fresno, Fleet Services Attn: Fleet Manager 4551 E. Hamilton Avenue Fresno CA 93702	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

BLANKET AS PER WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization

Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description

All CA Operations

Waiver Premium (prior to adjustments)

5062.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/1/23

Policy No.: ROWC330075

Endorsement No.:

Insured:

Premium \$

Insurance Company: Cypress Insurance Company

Countersigned by _____



Affirmation of Fleetwide Compliance

Certification ID: 1660

This certificate affirms that

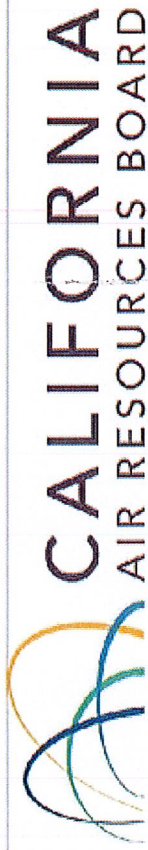
Robert V Jensen
4029 S Maple Ave
Fresno, CA 93725

has attested in the Clean Truck Check electronic reporting system to report a complete list of vehicles subject to Heavy-Duty Inspection and Maintenance (HD I/M) Regulation and the California Air Resources Board (CARB) hereby verifies that as of 12/8/2023, all of the attested vehicles are compliant with the Clean Truck Check. *

A complete list of the attested vehicles is listed in the following page(s).

*This Affirmation of Fleet Wide Compliance shall be used for the fleet's purposes of proving their fleet compliance status with their freight contractors and brokers. This Affirmation of Fleet Wide Compliance shall not constitute proof of a vehicle compliance with the Clean Truck Check beyond the issued date.

3ALHGBDV5FDGP9433
3AKJGBDV7JSJM0870
1XPBDP9X9ED193883
1NPVD79X7ED235698
1FVHC5DV9EHFN1203
1FVHC5DV3CDBH5680
1FUJGBDV9BSBC0055
3ALHGEDV1FDGJ4810
3QPCNGH038703
3BPDPGH031711
1NPVL79X7ED224767
1NPVLP9X5ED224816
1NP5LU9X93D802508
1NP5LU9X73D802507
1FVHGBDV5BSAV2643
1FVHC5DV7CDBH5679
3ALHGBDV0DDFB4673
3AKJGBDV6DSFJ0925
3AKBC5DV3DDFB4674
1NPVL79X1DD199069
1FVHC5DVXJHJL4275
1FVHC5DV6BDBC0056
3ALHGEDV8FDGJ4805
3ALHGEDV5FDGJ4809
3AKBGBDV5FSGH9451
3AKJGBDV4ESFR2042
3AKJGBDV2FSGH9452
3AKBGBDV4FDGP9434
1FVACXDC45HV10597
1FVACWDC25HU94832
1FUWHJBA7YHG02837
1FUJHTFW2MLMT7165



CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance With:

Truck and Bus Regulation

Issued to: Robert V. Jensen, Inc./ Same as above

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed has reported compliance with California Code of Regulations (CCR):

Title 13 CCR 2025 (Truck and Bus Regulation)

If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until December 31, 2024

Printed on 2024-03-19 TRUCRS Fleet Identification

32879

29 Vehicles

Jack Kitowski

Jack Kitowski
Division Chief, Mobile Source Control
Division California Air Resources Board

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tblookup.php

Safety Data Sheet

According to OSHA HCS 2012 (29 CFR 1910.1200), Health Canada HPR (SOR/2015-17), and Mexico NOM-018-STPS-2015



SECTION 1: Identification

Product Identifier: Renewable Diesel
Other means of identification: R-100; R-99; R95/B5
Code: 831938
Issue date: 27-May-2021
Relevant identified uses: Fuel
Uses advised against: All others
24 Hour Emergency Phone Number: CHEMTREC Global +1 703 527 3887
CHEMTREC United States 1-800-424-9300
CHEMTREC Mexico 01-800-681-9531
Manufacturer/Supplier: Phillips 66 Company
P.O. Box 421959
Houston, Texas 77242-1959
SDS Information: URL: www.phillips66.com/SDS
Phone: 800-762-0942
Email: SDS@P66.com

SECTION 2: Hazard identification

Classified Hazards

H227 - Flammable liquids -- Category 4
H304 -- Aspiration Hazard -- Category 1
H351 -- Carcinogenicity -- Category 2
H373 -- Specific target organ toxicity (repeated exposure) -- Category 2 (Liver/thymus/bone marrow)

Hazards Not Otherwise Classified (HNOC)

PHNOC: Electrostatic charge may be generated during pumping and other operations

HHNOC: None known

Label elements



DANGER

H227 - Combustible liquid
H304 - May be fatal if swallowed and enters airways
H351 - Suspected of causing cancer
H373 - May cause damage to the following organs through prolonged or repeated exposure: Liver/thymus/bone marrow

P201 - Obtain special instructions before use; P202 - Do not handle until all safety precautions have been read and understood; P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking; P260 - Do not breathe dust/fume/gas/mist/vapors/spray; P280 - Wear protective gloves/protective clothing and eye/face protection; P301 + P310 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician; P331 - Do NOT induce vomiting; P308 + P313 - IF exposed or concerned: Get medical advice/attention; P370 + P378 - In case of fire: Use CO₂, dry chemical, or foam to extinguish; P403 + P235 - Store in a well-ventilated place. Keep cool; P405 - Store locked up; P501 - Dispose of contents/ container to an approved waste disposal plant

SECTION 3: Composition/information on ingredients

Chemical Name	CASRN	Concentration ¹
Fuels, diesel, C9-18-alkane branched and linear	1159170-26-9	>95
Fatty acids, C16-18 and C18-unsatd., Me esters	67762-38-3	0-5
Fuels, diesel	68334-30-5	0-1

¹ All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

SECTION 4: First aid measures

831938 - Renewable Diesel
Issue date: 27-May-2021

Page 1/8
Status: FINAL

Eye Contact: If irritation or redness develops from exposure, flush eyes with clean water. If symptoms persist, seek medical attention.

Skin Contact: Remove contaminated shoes and clothing and cleanse affected area(s) thoroughly by washing with mild soap and water or a waterless hand cleaner. If irritation or redness develops and persists, seek medical attention. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician. (see Note to Physician)

Inhalation: First aid is not normally required. If breathing difficulties develop, move victim away from source of exposure and into fresh air in a position comfortable for breathing. Seek immediate medical attention.

Ingestion: Aspiration hazard: Do not induce vomiting or give anything by mouth because this material can enter the lungs and cause severe lung damage. If victim is drowsy or unconscious and vomiting, place on the left side with the head down. If possible, do not leave victim unattended and observe closely for adequacy of breathing. Seek medical attention.

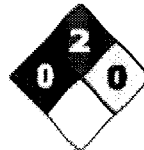
Most important symptoms and effects, both acute and delayed: While significant vapor concentrations are not likely, high concentrations can cause minor respiratory irritation, headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue. Ingestion can cause irritation of the digestive tract, nausea, diarrhea, and vomiting. Prolonged or repeated contact may dry skin and cause irritation.

Notes to Physician: When using high-pressure equipment, injection of product under the skin can occur. In this case, the casualty should be sent immediately to the hospital. Do not wait for symptoms to develop. High-pressure hydrocarbon injection injuries may produce substantial necrosis of underlying tissue despite an innocuous appearing external wound. These injuries often require extensive emergency surgical debridement and all injuries should be evaluated by a specialist in order to assess the extent of injury. Early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

SECTION 5: Firefighting measures

NFPA 704: National Fire Protection Association

Health: 0 Flammability: 2 Instability: 0



0 = minimal hazard
1 = slight hazard
2 = moderate hazard
3 = severe hazard
4 = extreme hazard

Extinguishing Media: Dry chemical, carbon dioxide, foam, or water spray is recommended. Water or foam may cause frothing of materials heated above 212°F / 100°C. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Water may be ineffective for extinguishment, unless used under favorable conditions by experienced fire fighters.

Specific hazards arising from the chemical

Unusual Fire & Explosion Hazards: Combustible. This material can be ignited by heat, sparks, flames, or other sources of ignition (e.g., static electricity, pilot lights, or mechanical/electrical equipment). May create vapor/air explosion hazard if heated. This product will float and can be reignited on surface water. Vapors are heavier than air and can accumulate in low areas. If container is not properly cooled, it can rupture in the heat of a fire.

Hazardous Combustion Products: Combustion may yield smoke, carbon monoxide, and other products of incomplete combustion. Oxides of nitrogen and sulfur may also be formed.

Special protective actions for fire-fighters: For fires beyond the initial stage, emergency responders in the immediate hazard area should wear protective clothing. When the potential chemical hazard is unknown, in enclosed or confined spaces, a self contained breathing apparatus should be worn. In addition, wear other appropriate protective equipment as conditions warrant (see Section 8). Isolate the hazard area and deny entry to unnecessary and unprotected personnel. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Cool equipment exposed to fire with water, if it can be done safely. Avoid spreading burning liquid with water used for cooling purposes.

See Section 9 for Flammable Properties including Flash Point and Flammable (Explosive) Limits

SECTION 6: Accidental release measures

Personal precautions, protective equipment and emergency procedures: Combustible. Keep all sources of ignition away from spill/release. The use of explosion-proof electrical equipment is recommended. Stay upwind and away from spill/release. Avoid direct contact with material. For large spillages, notify persons down wind of the spill/release, isolate immediate hazard area and keep unauthorized personnel out. Wear appropriate protective equipment, including respiratory protection, as conditions warrant (see Section 8). See Sections 2 and 7 for additional information on hazards and precautionary measures.

Environmental Precautions: Stop and contain spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems, and natural waterways. Use water sparingly to minimize environmental contamination and reduce disposal requirements. If spill occurs on water notify appropriate authorities and advise shipping of any hazard. Spills into or upon navigable waters, the contiguous zone, or adjoining shorelines that cause a sheen or discoloration on the surface of the water, may require notification of the National Response Center (phone number 800-424-8802).

Methods and material for containment and cleaning up: Notify relevant authorities in accordance with all applicable regulations. Immediate cleanup of any spill is recommended. Dike far ahead of spill for later recovery or disposal. Absorb spill with inert material such as sand or vermiculite, and place in suitable container for disposal. If spilled on water remove with appropriate methods (e.g. skimming, booms or absorbents). In case of soil contamination, remove contaminated soil for remediation or disposal, in accordance with local regulations.

Recommended measures are based on the most likely spillage scenarios for this material; however local conditions and regulations may influence or limit the choice of appropriate actions to be taken. See Section 13 for information on appropriate disposal.

SECTION 7: Handling and storage

Precautions for safe handling: Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Take precautionary measures against static discharge. Use non-sparking tools. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves/protective clothing/eye protection/face protection. Do not breathe vapor or mist. Wash thoroughly after handling. Use good personal hygiene practices and wear appropriate personal protective equipment (see section 8). Open container slowly to relieve any pressure. May vaporize easily at ambient temperatures. The vapor is heavier than air and may create an explosive mixture of vapor and air. Beware of accumulation in confined spaces and low lying areas. The use of explosion-proof electrical equipment is recommended and may be required (see appropriate fire codes). Refer to NFPA-70 and/or API RP 2003 for specific bonding/grounding requirements. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Do not wear contaminated clothing or shoes. Keep contaminated clothing away from sources of ignition such as sparks or open flames.

High pressure injection of hydrocarbon fuels, hydraulic oils or greases under the skin may have serious consequences even though no symptoms or injury may be apparent. This can happen accidentally when using high pressure equipment such as high pressure grease guns, fuel injection apparatus or from pinhole leaks in tubing of high pressure hydraulic oil equipment.

The use of hydrocarbon fuel in an area without adequate ventilation may result in hazardous levels of incomplete combustion products (e.g. carbon monoxide, oxides of sulfur and nitrogen, benzene and other hydrocarbons) and/or dangerously low oxygen levels. For use as a motor fuel only. Do not use as a solvent due to its flammable and potentially toxic properties. Siphoning by mouth can result in lung aspiration which can be harmful or fatal. Diesel engine exhaust contains hazardous combustion products and has been identified as a cancer hazard. Exposure should be minimized to reduce potential risk.

Static Accumulation Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding of tanks, transfer piping, and storage tank level floats are necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. Special care should be given to ensure that special slow load procedures for "switch loading" are followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such as gasoline or naphtha). For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Conditions for safe storage: Keep container(s) tightly closed and properly labeled. Use and store this material in cool, dry, well-ventilated area away from heat and all sources of ignition. Post area "No Smoking or Open Flame." Store only in approved containers. Keep away from any incompatible material (see Section 10). Protect container(s) against physical damage. Outdoor or detached storage is preferred. Indoor storage should meet OSHA standards and appropriate fire codes.

"Empty" containers retain residue and may be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition. They may explode and cause injury or death. "Empty" drums should be completely drained, properly bunged, and promptly shipped to the supplier or a drum reconitioner. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations. Before working on or in tanks which contain or have contained this material, refer to OSHA regulations, ANSI Z49.1, and other references pertaining to cleaning, repairing, welding, or other contemplated operations.

SECTION 8: Exposure controls/personal protection

Occupational exposure limits The following constituents are the only constituents of the product which have a PEL, TLV or other recommended exposure limit. At this time, the other constituents have no known exposure limits.

Chemical Name	ACGIH	OSHA	Mexico	Phillips 66
Fuels, diesel	TWA-8hr: 100 mg/m ³ inhalable fraction and vapor Skin	Carcinogen	TWA-8hr: 100 mg/m ³ inhalable fraction and vapor (VLE-PPT)	TWA-8hr: 100 mg/m ³ Skin

State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information.

Biological occupational exposure limits

None.

Engineering controls: If current ventilation practices are not adequate to maintain airborne concentrations below the established exposure limits, additional engineering controls may be required.

Eye/Face Protection: The use of eye/face protection is not normally required; however, good industrial hygiene practice suggests the use of eye protection that meets or exceeds ANSI Z.87.1 whenever working with chemicals.

Skin/Hand Protection: The use of gloves impervious to the specific material handled is advised to prevent skin contact. Users should check with manufacturers to confirm the breakthrough performance of their products. Depending on exposure and use conditions, additional protection may be necessary to prevent skin contact including use of items such as chemical resistant boots, aprons, arm covers, hoods, coveralls, or encapsulated suits. Suggested protective materials: Nitrile rubber

Respiratory Protection: Where there is potential for airborne exposure above the exposure limit a NIOSH certified air purifying respirator equipped with organic vapor cartridges/canisters may be used.

A respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed whenever workplace conditions warrant a respirator's use. Air purifying respirators provide limited protection and cannot be used in atmospheres that exceed the maximum use concentration (as directed by regulation or the manufacturer's instructions), in oxygen deficient (less than 19.5 percent oxygen) situations, or under conditions that are immediately dangerous to life and health (IDLH).

Suggestions provided in this section for exposure control and specific types of protective equipment are based on readily available information. Users should consult with the specific manufacturer to confirm the performance of their protective equipment. Specific situations may require consultation with industrial hygiene, safety, or engineering professionals.

SECTION 9: Physical and chemical properties

Note: Unless otherwise stated, values are determined at 20°C (68°F) and 760 mm Hg (1 atm). Data represent typical values and are not intended to be specifications.

Appearance:	clear
Physical form of product:	Liquid
Odor:	Mild
Odor threshold:	No data

pH:	Not applicable
Melting / freezing point:	No data
Initial boiling point and boiling range:	356 - 608 °F / 180 - 320 °C
Flash point:	> 140 °F / > 60 °C
Method:	(estimate)
Evaporation Rate (nBuAc=1):	No data
Flammability (solid, gas):	Not applicable
Upper Explosive Limits (vol % in air):	No data
Lower Explosive Limits (vol % in air):	No data
Vapor pressure:	0.65 mm Hg @ 77°F / 25°C
Vapor density:	>1 (air = 1)
Relative density:	0.77-0.79 @ 60°F (15.6°C) (water = 1)
Solubility(ies):	Negligible
Partition coefficient n-octanol /water (log KOW):	No data
Autoignition temperature:	399 °F
Decomposition temperature:	No data
Viscosity:	2.6 cSt @ 40°C
Molecular weight:	No data

Other information

Particle Size:	No data
Pour point:	No data
Bulk density	No data

SECTION 10: Stability and reactivity

Reactivity: Not chemically reactive.

Chemical stability: Stable under normal ambient and anticipated conditions of use.

Possibility of Hazardous Reactions: Hazardous reactions not anticipated.

Conditions to Avoid: Avoid high temperatures and all sources of ignition. Prevent vapor accumulation.

Incompatible Materials: Avoid contact with strong oxidizing agents and strong reducing agents.

Hazardous Decomposition Products: Not anticipated under normal conditions of use.

SECTION 11: Toxicological information

Information on Toxicological Effects

Substance / Mixture

Acute Toxicity	Hazard	Additional Information	LC50/LD50 Data
Inhalation	Unlikely to be harmful		> 20 mg/L (vapor, estimated)
Dermal	Unlikely to be harmful		> 2 g/kg (estimated)
Oral	May be harmful if swallowed		>2 g/kg; (rat)

Likely Routes of Exposure: Inhalation, eye contact, skin contact

Aspiration Hazard: May be fatal if swallowed and enters airways

Skin Corrosion/Irritation: Causes mild skin irritation. Repeated exposure may cause skin dryness or cracking.

Serious Eye Damage/Irritation: Not expected to be irritating.

Skin Sensitization: Not expected to be a skin sensitizer.

Respiratory Sensitization: No information available.

Specific Target Organ Toxicity (Single Exposure): No information available on the mixture, however none of the components have been classified for target organ toxicity (or are below the concentration threshold for classification).

Specific Target Organ Toxicity (Repeated Exposure): May cause damage to organs through prolonged or repeated exposure.

Carcinogenicity: Suspected of causing cancer.

Germ Cell Mutagenicity: Not expected to cause heritable genetic effects.

Reproductive Toxicity: Not expected to cause reproductive toxicity.

Other Comments: Diesel engine exhaust has been classified by the International Agency for Research on Cancer (IARC) and National Toxicology Program (NTP) as a carcinogen.

Information on Toxicological Effects of Components

Fuels, diesel

Carcinogenicity: Petroleum middle distillates have been shown to cause skin tumors in mice following repeated and prolonged skin contact. Follow-up studies have shown that these tumors are produced through a non-genotoxic mechanism associated with frequent cell damage and repair, and that they are not likely to cause tumors in the absence of prolonged skin irritation.

Target Organ(s): Repeated dermal application of petroleum gas oils for 90 days resulted in decreased liver, thymus, and spleen weights, and altered bone marrow function. Microscopic alterations included liver hypertrophy and necrosis, decreased hematopoiesis and lymphocyte depletion.

SECTION 12: Ecological information

GHS Classification: No classified hazards

Toxicity: Not expected to be harmful to aquatic life

Persistence and Degradability: Gas oils are complex combinations of individual hydrocarbon species. Based on the known or expected properties of individual constituents, category members are not predicted to be readily biodegradable. Some hydrocarbon constituents of gas oils are predicted to meet the criteria for persistence; on the other hand, some components can be easily degraded by microorganisms under aerobic conditions.

Persistence per IOPC Fund definition: Non-Persistent

Bioaccumulative Potential: Gas oil components have measured or calculated Log Kow values in the range of 3.9 to 6 which indicates a high potential to bioaccumulate. Lower molecular weight compounds are readily metabolized and the actual bioaccumulation potential of higher molecular weight compounds is limited by the low water solubility and large molecular size.

Mobility in Soil: Releases to water will result in a hydrocarbon film floating and spreading on the surface. For the lighter components, volatilization is an important loss process and reduces the hazard to aquatic organisms. In air, the hydrocarbon vapors react readily with hydroxyl radicals with half-lives of less than one day. Photooxidation on the water surface is also a significant loss process particularly for polycyclic aromatic compounds. In water, the majority of components will be adsorbed on sediment. Adsorption is the most predominant physical process on release to soil. Adsorbed hydrocarbons will slowly degrade in both water and soil.

Other adverse effects: None anticipated.

SECTION 13: Disposal considerations

The generator of a waste is always responsible for making proper hazardous waste determinations and needs to consider state and local requirements in addition to federal regulations. This material, if discarded as produced, would not be a federally regulated RCRA "listed" hazardous waste and is not believed to exhibit characteristics of hazardous waste. See Sections 7 and 8

for information on handling, storage and personal protection and Section 9 for physical/chemical properties. It is possible that the material as produced contains constituents which are not required to be listed in the SDS but could affect the hazardous waste determination. Additionally, use which results in chemical or physical change of this material could subject it to regulation as a hazardous waste. Container contents should be completely used and containers should be emptied prior to discard.

SECTION 14: Transport information

UN Number: UN1202

UN proper shipping name: Diesel fuel

Transport hazard class(es): Combustible liquid

Packing Group: III

Environmental Hazard(s): This product does not meet the DOT/UN/IMDG/IMO criteria of a marine pollutant

Special precautions for user:

Combustible liquid classification is dependent on a flash point of >60° C (140° F) and <93° C (200° F).

Combustible liquids are not regulated by DOT in non-bulk quantities shipped by land.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code: Not applicable

SECTION 15: Regulatory information

CERCLA/SARA - Section 302 Extremely Hazardous Substances and TPQs (in pounds)

This material does not contain any chemicals subject to the reporting requirements of SARA 302 and 40 CFR 372.

CERCLA/SARA - Section 311/312 (Title III Hazard Categories)

Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.


CERCLA/SARA - Section 313 and 40 CFR 372

This material does not contain any chemicals subject to the reporting requirements of SARA 313 and 40 CFR 372.

EPA (CERCLA) Reportable Quantity (in pounds)

This material does not contain any chemicals with CERCLA Reportable Quantities.

California Proposition 65

 **WARNING.** This product can expose you to chemicals including Naphthalene (CASRN 91-20-3) which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

International Inventories

TSCA (United States): All ingredients are on the inventory or exempt from listing.

SECTION 16: Other information

Issue date	Previous Issue Date:	SDS Number	Status:
27-May-2021	29-Apr-2021	831938	FINAL

Revised Sections or Basis for Revision:

Identified Hazards (Section 2); Precautionary Statement(s) (Section 2); First Aid (Section 4); NFPA ratings (Sections 5); Personal Protective Equipment (Section 8); Toxicological (Section 11); Environmental hazards (Section 12); Shipping information (Section 14)

Mexican NOM-018-STPS-2015:

The information within is considered correct but is not exhaustive and will be used for guidance only, which is based on the current knowledge of the substance or mixture and is applicable to the appropriate safety precautions for the product.

Precautionary Statements

P201 - Obtain special instructions before use

P202 - Do not handle until all safety precautions have been read and understood

P210 - Keep away from heat/sparks/open flames/hot surfaces. - No smoking
P260 - Do not breathe dust/fume/gas/mist/vapors/spray
P280 - Wear protective gloves/protective clothing and eye/face protection
P301 + P310 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
P331 - Do NOT induce vomiting
P308 + P313 - IF exposed or concerned: Get medical advice/attention
P370 + P378 - In case of fire: Use CO2, dry chemical, or foam to extinguish
P403 + P235 - Store in a well-ventilated place. Keep cool
P405 - Store locked up
P501 - Dispose of contents/ container to an approved waste disposal plant

Key literature references and sources for data:

Information used includes one or more of the following: results from internal company data, supplier toxicology studies, CONCAWE Product Dossiers and other publicly available resources

Guide to Abbreviations:

ACGIH = American Conference of Governmental Industrial Hygienists; CASRN = Chemical Abstracts Service Registry Number; CEILING = Ceiling Limit (15 minutes); CERCLA = The Comprehensive Environmental Response, Compensation, and Liability Act; EPA = Environmental Protection Agency; GHS = Globally Harmonized System; HPR = Hazardous Products Regulations; IARC = International Agency for Research on Cancer; INSHT = National Institute for Health and Safety at Work; IOPC = International Oil Pollution Compensation; LEL = Lower Explosive Limit; NE = Not Established; NFPA = National Fire Protection Association; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration; PEL = Permissible Exposure Limit (OSHA); SARA = Superfund Amendments and Reauthorization Act; STEL = Short Term Exposure Limit (15 minutes); TLV = Threshold Limit Value (ACGIH); TWA = Time Weighted Average (8 hours); UEL = Upper Explosive Limit; WHMIS = Worker Hazardous Materials Information System (Canada)

Disclaimer of Expressed and implied Warranties:

The information presented in this Safety Data Sheet is based on data believed to be accurate as of the date this Safety Data Sheet was prepared. HOWEVER, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IS EXPRESSED OR IS TO BE IMPLIED REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED ABOVE, THE RESULTS TO BE OBTAINED FROM THE USE OF THIS INFORMATION OR THE PRODUCT, THE SAFETY OF THIS PRODUCT, OR THE HAZARDS RELATED TO ITS USE. No responsibility is assumed for any damage or injury resulting from abnormal use or from any failure to adhere to recommended practices. The information provided above, and the product, are furnished on the condition that the person receiving them shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of their use. In addition, no authorization is given nor implied to practice any patented invention without a license.

Revised: 2/11/2021



Purchase Specifications

Destinations:
All Terminals

All Terminals

Renewable Diesel, Ultra-Low Sulfur (15 ppm max)

Property	Test Method	Units	Min	Max	Specific	Note
Additives	General Note					1
API Gravity (60 Deg F)	D1298, D4052	API	30.0			2
Appearance	Visual		Clear & Br			3
Aromatics	D5186-03 (2009)	Wt%		9.5		4
Ash	D482	Wt%		0.01		
Carbon Res 10% Btms	D524	Wt%		0.35		
Cetane Number	D613, D6890		40.0			5
Cloud Pt	D2500, D5771/2/3, D7689	Deg F		38	Apr - Sep	
Cloud Pt	D2500, D5771/2/3, D7689	Deg F		32	Feb,Mar,Oct	
Cloud Pt	D2500, D5771/2/3, D7689	Deg F		26	Nov - Jan	
Color, ASTM	D1500			4.0		
Copper Strip Corrosion	D130 3 Hr @ 122 F	Rating		3		
Dist 10 Vol% Rec	D86, D2887	Deg F	Report			6
Dist 50 Vol% Rec	D86, D2887	Deg F	Report			6
Dist 90 Vol% Rec	D86, D2887	Deg F	540 (572)	640 (672)		6
Documentation	General Note					7
Flash Pt	D56, D93, D3828, D7094	Deg F	135			
Haze @ 70F	D4176 Procedure 2	Rating		2		
Most Current Version	General Note					8
Product Description	General Note					9
Referee Methods	See Note					10
Sulfur	D5453-93	ppmw		13		
Tax Status & Dye	See Note					11
Viscosity @ 104F (40C)	D445, 7042	cSt	1.9	4.1		
Water and Sediment	D2709	Vol%		0.05		

Revised: 2/11/2021



Purchase Specifications

Destinations:

All Terminals

All Terminals

Renewable Diesel, Ultra-Low Sulfur (15 ppm max)

Notes:

1. Use of any additives in this fuel must be reviewed and approved by the Phillips 66 Fuel Quality Director prior to use. No biodiesel is allowed in this product.
2. Typical gravity should be in the 47-50 range.
3. This product must be clear and bright and visually free from undissolved water, sediment, and particulates.
4. Correlation Equation: Aromatic Hydrocarbons expressed in % by volume = $.916x$ (Aromatic Hydrocarbons expressed in % by weight) + 1.33
5. Typical Cetane Number should be above 70.0 but is tested for CARB compliance purposes. ASTM D6890 is a CARB equivalent test method. ASTM D976 and D4737 do not always correlate well with the default test method for renewable diesel and may be used for approximation only.
6. ASTM specifications for distillates no longer include ASTM D2887 limits directly. Instead, ASTM D2887 results may be converted to "Predicted D86" results using the "Jet and Diesel Fuel" correlation found in ASTM D2887, and reported in the same way. The ASTM D2887 limits listed in this Phillips 66 specification correlate to the corresponding listed ASTM D86 limits.
7. Suppliers shall provide: 1. A Certificate of Analysis identifying the test results which show that the Renewable Diesel complies with ASTM D975 latest version and any additional Phillips 66 requirements. All test results reported must be performed in accordance with actual ASTM test method referenced in ASTM D975 or those called out in the table above. 2. Custody transfer documentation that prominently states the name and address of the person selling or supplying the Renewable Diesel and the name, location, and operator of the facility at which the Renewable Diesel was produced. Test results shall not exceed the maximum or be less than the minimum values specified (herein). No allowance shall be made for the precision of the test methods. To determine conformance to the specification requirement, a test result may be rounded to the same number of significant figures as in this specification using Practice E 29. Where multiple determinations are made, the average result, rounded in accordance with Practice E 29, shall be used.
8. It is important that any supplier for Phillips 66 maintain the most recent version of this purchase specification to ensure compliance with the latest requirements. To obtain the latest revision, contact the Trader or Regional Fuel Quality Director.
9. Renewable diesel is defined as a liquid fuel derived from biomass that meets the registration requirements for fuels and fuel additives established by the EPA under Section 211 of the Clean Air Act and the requirements of ASTM D975 and does not contain FAME (biodiesel). This fuel should meet or exceed the requirements for ASTM D975 (Ultra-Low Sulfur Grade No. 2-D S15 Diesel Fuel Oil), with the possible exception of lubricity. Additives or further blending may be utilized at downstream locations to meet these requirements. This fuel should also meet the requirements of the California Air Resources Board (CARB) as set forth in Title 13 of the California Code of Regulations, sections 2281 - 2285.
10. CARB Referee Methods for #2 CARB Diesel Fuel, 10% Aromatics, 15 ppm Sulfur, are as follows: Cloud Pt, ASTM D2500; Flash Point, ASTM D93; Distillation, D 86. (source ASTM D975) Aromatics, ASTM D5186-03(2009); Sulfur, ASTM D5453-93. (source CARB Title 13, Section 2282)
11. Under United States regulations, if distillates are sold for tax exempt purposes then, at or beyond terminal storage tanks, they are required by 26 CFR Part 48 to contain the dye Solvent Red 164 at a concentration spectrally equivalent to 3.9 lb per thousand barrels of the solid dye standard Solvent Red 26, or the tax must be collected. (ASTM D975 Table 1 Notes)

SPECIFICATIONS FOR CARBOB REGULAR

Product Code A1 (1) (2) (3) (4)

<u>Specification Points</u>	<u>ASTM Method (2)</u>	<u>CARB 3</u>
*Octane (R+M)/2	D-2699 D-2700	87.0
*Octane specification is post blending with 10 vol% Fuel Ethanol per ASTM D4806		
Vapor Pressure psi max.	13 CCR § 2297 D-323 & D-6378-08	5.99
Sulfur, ppmw	D-5453-93	21
Benzene, Vol. % Max	D-5580-02	1.22
Aromatic HC, Vol. % Max	D-5580-02	38.7
Olefins, Vol. % Max	D-6550-10	11.1
MTBE, Vol% Max	D-7754-11	0.05
Oxygen, (Combined) Wt. %, Max (Total, from combined Oxygenates other Than MTBE or Ethanol)	D-7754-11	0.06
Distillation, deg. F. T50, Max	D-86-99ac1	232
T90, Max		335
End Point, Max		437
Workmanship		Clear and Bright
Lead, Max. gm/gal.	D-3237	0.030
Phosphorus, Max gm/gal	D-3231	0.005

- (1) In addition to above KM specifications, product must meet latest revision of ASTM D4814.
- (2) This CARBOB certified for 3.3-3.7 wt% oxygen range with 10 vol% ethanol.
- (3) This product does not comply with the standards for California gasoline without the addition of ethanol.
- (4) Product suppliers assume all liability for consequences of this product not meeting required specifications according to the test methods prescribed above.

SPECIFICATIONS FOR CARBOB REGULAR

Product Code A2 (1) (2) (3) (4)

<u>Specification Points</u>	<u>ASTM Method (2)</u>	<u>CARB 3</u>
*Octane (R+M)/2	D-2699 D-2700	87.0
*Octane specification is post blending with 10 vol% Fuel Ethanol per ASTM D4806		
Vapor Pressure psi max.	13 CCR § 2297 D-323 & D-6378-08	10.5
Sulfur, ppmw	D-5453-93	21
Benzene, Vol. % Max	D-5580-02	1.22
Aromatic HC, Vol. % Max	D-5580-02	38.7
Olefins, Vol. % Max	D-6550-10	11.1
MTBE, Vol% Max	D-7754-11	0.05
Oxygen, (Combined) Wt. %, Max (Total, from combined Oxygenates other than MTBE or Ethanol)	D-7754-11	0.06
Distillation, deg. F. T50, Max	D-86-99ae1	237
T90, Max		335
End Point, Max		437
Workmanship		Clear and Bright
Lead, Max. gm/gal.	D-3237	0.030
Phosphorus, Max gm/gal	D-3231	0.005

- (1) In addition to above KM specifications, product must meet latest revision of ASTM D4814.
- (2) This CARBOB certified for 3.3-3.7 wt% oxygen range with 10 vol% ethanol.
- (3) This product does not comply with the standards for California gasoline without the addition of ethanol.
- (4) Product suppliers assume all liability for consequences of this product not meeting required specifications according to the test methods prescribed above.

SPECIFICATIONS FOR CARBOB REGULAR

Product Code A3 (1) (2) (3) (4)

<u>Specification Points</u>	<u>ASTM Method (2)</u>	<u>CARB 3</u>
*Octane (R+M)/2	D-2699 D-2700	87.0
*Octane specification is post blending with 10 vol% Fuel Ethanol per ASTM D4806		
Vapor Pressure psi max.	13 CCR § 2297 D-323 & D-6378-08	12.5
Sulfur, ppmw	D-5453-93	21
Benzene, Vol. % Max	D-5580-02	1.22
Aromatic HC, Vol. % Max	D-5580-02	38.7
Olefins, Vol. % Max	D-6550-10	11.1
MTBE, Vol% Max	D-7754-11	0.05
Oxygen, (Combined) Wt. %, Max (Total, from combined Oxygenates other Than MTBE or Ethanol)	D-7754-11	0.06
Distillation, deg. F. T50, Max	D-86-99ae1	237
T90, Max		335
End Point, Max		437
Workmanship		Clear and Bright
Lead, Max. gm/gal.	D-3237	0.030
Phosphorus, Max gm/gal	D-3231	0.005

- (1) In addition to above KM specifications, product must meet latest revision of ASTM D4814.
- (2) This CARBOB certified for 3.3-3.7 wt% oxygen range with 10 vol% ethanol.
- (3) This product does not comply with the standards for California gasoline without the addition of ethanol.
- (4) Product suppliers assume all liability for consequences of this product not meeting required specifications according to the test methods prescribed above.

SPECIFICATIONS FOR CARBOB REGULAR

Product Code A4 (1) (2) (3) (4)

<u>Specification Points</u>	<u>ASTM Method (2)</u>	<u>CARB 3</u>
*Octane (R+M)/2	D-2699 D-2700	87.0
*Octane specification is post blending with 10 vol% Fuel Ethanol per ASTM D4806		
Vapor Pressure psi max.	13 CCR § 2297 D-323 & D-6378-08	14.0
Sulfur, ppmw	D-5453-93	21
Benzene, Vol. % Max	D-5580-02	1.22
Aromatic HC, Vol. % Max	D-5580-10	38.7
Olefins, Vol. % Max	D-6550-10	11.1
MTBE, Vol% Max	D-7754-11	0.05
Oxygen, (Combined) Wt. %, Max (Total, from combined Oxygenates other Than MTBE or Ethanol)	D-7754-11	0.06
Distillation, deg. F. T50, Max	D-86-99ae1	237
T90, Max		335
End Point, Max		437
Workmanship		Clear and Bright
Lead, Max. gm/gal.	D-3237	0.030
Phosphorus, Max gm/gal	D-3231	0.005

- (1) In addition to above KM specifications, product must meet latest revision of ASTM D4814.
- (2) This CARBOB certified for 3.3-3.7 wt% oxygen range with 10 vol% ethanol.
- (3) This product does not comply with the standards for California gasoline without the addition of ethanol.
- (4) Product suppliers assume all liability for consequences of this product not meeting required specifications according to the test methods prescribed above.

SPECIFICATIONS FOR B-5
(EPA ULTRA LOW SULFUR 5% BIODIESEL BLEND)

Product Code D5 (1) (2) (3) (4) (5) (6)

(Shipped on Oregon Line ONLY)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Gravity, deg. API	D-287	30.0	
Flash, Pensky-Martens, deg. F.	D-93	130	
FAME, vol %	D-7371		5 (2)
Sulfur, ppm max	D-5453, D-7039		11.0 (3)
Aromatic %	D-1319		35.0 (4)
Color	D-1500		4.0
Cetane Number	D-613	40.0	
OR			
Cetane Index	D-976	40.0 (4)	
Cloud Point deg. F.	D-2500	ASTM (5)	
Pour point deg. F.	D-97	ASTM (5)	
Distillation	D-86	540	640
90% Recovered deg. F.			

- (1) In addition to above KM specifications, product must meet ASTM D-975 latest revision, with exception to conductivity requirement; this product may require treatment with a conductivity improver in order to be fully compliant with the latest revision of ASTM D-975 prior to terminal distribution.
- (2) Biodiesel Direct Supplier or certifying laboratory must be BQ9000/ISO9000 certified.
- (3) At pipeline input; terminal delivery/distribution not to exceed 15.
- (4) EPA Ultra Low Sulfur on-highway diesel requires a Cetane Index of 40 or maximum Aromatics of 35%.
- (5) Due to fungible specifications, the cloud/pour point for diesel products must comply with the ASTM specifications for the region in which the diesel is produced. It should be noted that diesel products distributed into colder climates may require cloud and/or pour point suppressors, i.e., winterization.
- (6) Product may contain up to 5 vol% renewable diesel content. (See renewable definition in section 6.1)

CHECK LIST

This Checklist is provided to assist the vendors in the preparation of their bid response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the bid package in order to make the bid compliant. Because this checklist is just a guideline, the bidder must read and comply with the bid in its entirety.

Check off each of the following:

1. The Request for Quotation (RFQ) has been signed and completed.
2. Addenda, if any, have been signed and included in the bid package.
3. The completed *Reference List* as provided with this RFQ.
4. The completed Comply/Not Comply page as provided with this RFQ.
5. The *Quotation Schedule* as provided with this RFQ has been completed, price reviewed for accuracy and any corrections initialed.
6. The Fleet Compliance Certification (located in Exhibit D.)
7. *N/A* Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFQ.
8. The *Participation* page as provided within this RFQ has been signed and included
9. The *Local Vendor Bid Preference and Disabled Veteran Business Enterprise Bid Preference* section (if applicable) has been signed and included.
10. *Bidder to Complete* page as provided with this RFQ.
11. *N/A* Verification of Department of Industrial Relations Contractor Registration.
12. *N/A* Verification of Contractor's License and the Department of Consumer Affairs – Contractors' State License Board.
13. Return checklist with RFQ response.
14. **Completed RFQ in pdf format, electronically submitted to the Bid Page on Public Purchase.**

EXHIBIT C

City's Insurance and Indemnity

Exhibit C

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

1. PRODUCTS LIABILITY INSURANCE: VENDOR shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 by providing a certificate of insurance on said Bid Item(s) equipment. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the state of California. City of Fresno is required to be an additional insured with primary and non-contributory coverage in favor of the City on this General Liability Policy.

If the scope of work includes delivery and/or installation, the requirements below apply in addition to the above requirements.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

(i) \$1,000,000 per occurrence for bodily injury and property damage;

- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured

endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that it's subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.